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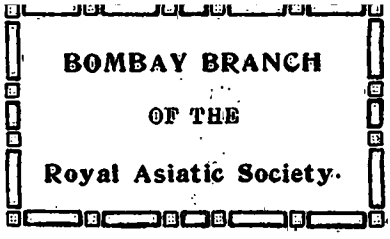

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A COLLECTION

OF

TREATIES, ENGAGEMENTS, AND SUNNUDS,

RELATING TO

INDIA AND NEIGHBOURING COUNTRIES.

108373

VOL. I.

CONTAINING

THE TREATIES, &c., RELATING TO BENGAL, BURMAH, AND THE EASTERN ARCHIPELAGO.

LONDON:
LONGMANS, GREEN, READER, AND DYER.

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ERRATA IN MAP.

No. VII. Erase the words "Conferred on Raigurh in 1833."

No. VIII. Sirgoojah Group. The words "Escheated in 1853; regranted in 1860" apply to Oudeypore only, and not to the whole Group.

No. X. Sumbulpore Group. The words "Escheated in 1849" apply to Sumbulpore Proper only, and not to the whole Group.

PREFACE.

THIS Book has been compiled from Official Papers in the Foreign Office, and is intended chiefly for official use.

In preparing the Compilation free use has been made of the collection of Treaties published in 1845, and reprinted as a Parliamentary Blue Book in 1853, as well as of a collection published in 1812, from which most of the earlier Treaties in the collection of 1845 were taken.

In many cases the Historical Notes consist of Official Reports, with merely such alterations as were required to throw them into a form suitable for a Book of this kind. Where this is the case, it is acknowledged at the head of the note.

1*st March* 1862.

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PART I.

TREATIES, ENGAGEMENTS, AND SUNNUDS

RELATING TO THE

TERRITORIES COMPRISED WITHIN, OR IN POLITICAL RELATION WITH,

THE

LIEUTENANT-GOVERNORSHIP OF BENGAL.

BENGAL.

In 1599 an Association was formed to trade with the East Indies, and on 31st December 1600 they obtained an exclusive Charter of privilege, constituting them a body politic and corporate, by the name of "The Governor and Company of Merchants of London trading to the East Indies."

The Company's first factory was established at Surat.

In 1624 a Firmaund was obtained from the Mogul Emperor, permitting the English to trade with Bengal, but restricting them to the port of Piplee, in Midnapore. The regular connection of the Company with Bengal, however, did not commence till 1642, when a factory was established at Balasore; and in 1652 permission was obtained for unlimited trade, without payment of customs, on an annual payment of 3,000 Rupees.

BENGAL. In 1661 Charles II. granted a new Charter, vesting the Company with power to make peace or war with any Prince not Christian, and to seize and send to England unlicensed traders. A fresh Charter was again granted in 1693, confirming the exclusive privileges of the Company for twenty-one years. In 1698 a rival Company was formed, known as the new or "English Company," which amalgamated with the old or "London Company" in 1702, and the two parties took the name of "The United Company of Merchants trading to the East Indies."

During the administration of Shaista Khan, Subadar of Bengal, the English were subjected to much oppression. Shaista Khan exacted a duty of 3½ per cent. on their merchandize, and his Officers arbitrarily extorted large sums from the factors, till in 1685 it was resolved to seek redress by force of arms. The hostilities of the English exasperated the Emperor Aurungzebe, who ordered that the English should be expelled from his dominions. The Company's factories were seized, and their affairs were brought to the brink of ruin, when negociations for peace were set on foot, and a reconciliation was effected.

In 1698 the English obtained permission from Azeem-oos Shah, grandson of Aurungzebe, and Governor of Bengal, to purchase the towns of Chuttawutty, Govindpore, and Calcutta. The Sunnud is not supposed to be extant; but it is more a matter of antiquarian interest than of historic importance.

In 1756 Serajah Dowla became Subadar of Bengal. He had previously manifested aversion to the English. The Governor of Calcutta having refused to deliver up one of the principal Officers of Finance under the Nabob's late uncle, the Governor of Dacca, whom the Nabob had resolved to plunder, Serajah Dowla attacked and captured Calcutta on 5th August. One hundred and forty-six English fell into his hands and were thrust into "The Black Hole," where all save twenty-three perished in the night. On 2nd January 1757 Calcutta was re-taken by a force which had been despatched from Madras under Clive and Admiral Watson, and on the 4th of February the Nabob's Army was surprised and defeated by Clive. Overtures were then made by the Nabob, and on 9th February 1757 a Treaty (No I.) was concluded, by which the Nabob agreed not to molest the Company in the enjoyment of their privileges, to permit all goods

belonging to the Company to pass freely by land or water, without paying any duties or fees, to restore the factories and plundered property, to permit the Company to fortify Calcutta, and to establish a mint. Three days after a Contract (No. II.) with the Nabob, offensive and defensive, was signed. BENGAL.

War having broken out between France and England, Clive attacked the Settlement of Chandernagore. Serajah Dowla furnished the French with arms and money, and was preparing to make common cause against the English. At this juncture a Confederacy was formed among Serajah Dowla's Chief Officers to depose him. The English joined this Confederacy, and concluded a Treaty (No. III.) with Meer Jaffier Ally Khan.

At the battle of Plassey, which was fought on 23rd June 1757, the power of Serajah Dowla was completely broken, and Jaffier Ally was installed by Clive as Subadar of Bengal.*

In 1758 the Shahzada, afterwards Shah Allum, having, in consequence of some dispute with his father, the Emperor Aalum Geer II., fled from Delhi, entered into a league with the Subadars of Oudh and Allahabad for the conquest of the Lower Provinces. The Prince advanced into Behar with about 40,000 men, and laid siege to Patna.

Meer Jaffier was greatly alarmed by the Prince's advance, and at his solicitation Clive marched with all the force he could muster to the relief of Patna; but ere he reached that place the Shahzada's Army had almost entirely dispersed.

On Clive's return the Nabob Meer Jaffier granted him as a jagheer, the quit rent, about three lakhs per annum, which the Company had agreed to pay for the zemindary of Calcutta.*

In 1759 an Armament of seven ships from Batavia unexpectedly made its appearance in the mouth of the river. Jaffier Ally had secretly encouraged the Dutch to send this force. Being afraid of the power of the English, he wished to balance that of the Dutch against it, while the latter were eager to share in the wealth which the British had acquired in Bengal. Clive, though sensible of the responsibility he would incur by attacking the forces of a friendly power, was satisfied

* See Appendix.

BENGAL. that if he allowed the Batavian Armament to join the garrison at Chinsurah, the Nabob would throw himself into the arms of his new allies, and the English ascendancy in Bengal would be exposed to serious danger. To prevent this, he obtained from the fears of the Nabob a Mandate, directing the newly arrived Armament to leave the river. Under the authority of this order, and the pretext of enforcing it, Clive caused the Dutch to be attacked both by land and water. They were completely defeated on both, and all their ships were taken. A Convention (No. IV.) was then signed, by which the Dutch agreed to pay indemnification for losses, and the English to restore the ships and property.

An Agreement (No. V.) was at the same time made between the Nabob and the Dutch, which was guaranteed by the Governor in Council of Fort William.

To meet his pecuniary engagements, Jaffier had recourse to the severest exactions. He resigned himself to unworthy favorites; and it became necessary to depose him in favor of his son-in-law, Meer Kossim Ally Khan, with whom a Treaty (No. VI.) was concluded on 27th September 1760. By this Treaty the British obtained possession of Burdwan, Midnapore, and Chittagong.

Serious disputes arose between Meer Kossim and the English regarding the right of the servants of the Company to trade and to have their goods passed free of duty, which led at last to war. Negociations were opened with Meer Jaffier, and on 10th July 1763 a Treaty (No. VII.) was executed between him and the Company. Meer Kossim, after sustaining a series of defeats, and revenging himself by the murder of his English prisoners, fled to Oudh, and eventually to Delhi, where he died in great indigence and obscurity in 1777.

In 1764 Meer Jaffier agreed (No. VIII.), in addition to the sums for which he had contracted in the recent Treaty, to pay five lakhs a month towards the expense of the war then being carried on against the Vizier of Oudh, so long as it lasted.

Meer Jaffier died in January 1765, and was succeeded by his son Nujum ô Dowla, with whom a new Treaty (No. IX.) was formed, by which the Company took the military defence of the country entirely into its own hands, and among other conditions the Nabob bound himself to appoint, by the advice of the Governor and Council,

a Deputy to conduct the Government, and not to be removed without the consent of the Council.

In 1764 Suja ô Dowla, the Vizier of Oudh, under the pretence of assisting Meer Kossim Ally, had invaded Behar, but his Army was completely routed, and the Vizier was obliged to throw himself on the generosity of the English. The whole of his dominions were restored to him, except Allahabad and Corah, which were given to the Emperor of Delhi, who, on his part, conferred the Dewanee of Bengal, Behar, and Orissa on the Company, by Imperial Firmaund (No. X.); the English becoming security for the regular payment of twenty-six lakhs a year by the Nabob, and agreeing to allow the Nabob the annual sum of 53,86,131 Sicca Rupees for the support of the Nizamut.

Nujum ô Dowla died on 8th May 1766, and was succeeded by his brother Syef ô Dowla, a youth of sixteen. A Treaty (No XI.) was formed with him, by which he ratified the Treaties formerly concluded with his father and brother, and the Company agreed to support him in the Nizamut, and to allow him an annual stipend of 41,86,131 Rupees.

Syef ô Dowla was succeeded in 1770 by his brother Mobarik ô Dowla, with whom a new Engagement (No. XII.) was made. By this engagement the Nabob's stipend was fixed at 31,81,991 Rupees. This is the last Treaty which was formed with the Nabob. The office of Subadar had now become merely a nominal one, all real power having passed into the hands of the Company. In 1772 the stipend was reduced to sixteen lakhs a year, at which rate it is paid to this day.

By the Treaty of 22nd February 1845 (No. XIII.), with Denmark, the British Government obtained possession of Serampore.

BENGAL.
No. I.

No. I.

TREATY and AGREEMENT with SERAJAH DOWLA, 1757.

Signed seven times.

Monsoor ul Mulck
Serajah Dowla Shah
Kuly Khan Behauder,
Hybut Jung,
Servant of
King Aalum Geer,
the Invincible.

LIST OF DEMANDS.

ARTICLE 1.

Agreed to according to the tenor of the Firmaund.

That the Company be not molested upon account of such privileges as have been granted them by the King's Firmaund and Husbulhookums, and the Firmaund and Husbulhookums in full force.

That the villages which were given to the Company by the Firmaund, but detained from them by the Soubah, be likewise allowed them, nor let any impediment or restriction be put upon the Zemindars.

ARTICLE 2.

It is agreed to.

That all goods belonging to the English Company, and having their Dustuck, do pass freely by land or water, in Bengal, Behar, and Orissa, without paying any duties or fees of any kind whatsoever; and that the Zemindars, Chokeydars, Guzerbauns, &c., offer them no kind of molestation upon this account.

ARTICLE 3

ARTICLE 3.

Whatever has been seized by the Government, it is agreed shall be restored.

That restitution be made the Company, of their factories and settlements at Calcutta, Cossimbazar, Dacca, &c., which have been taken from them.

That all money and effects taken from the English Company, their factors and dependents, at the several settlements and aurungs, be restored in the same condition. That an equivalent in money be given for such goods as are damaged, plundered, or lost, which shall be left to the Nabob's justice to determine.

ARTICLE 4.

It is agreed to.

That the Company be allowed to fortify Calcutta in such a manner as they shall esteem proper for their defence, without any hinderance or obstruction.

ARTICLE 5.

It is agreed that Bullion, imported by the Company, be coined to siccas.

That siccas be coined at Allenagur (Calcutta) in the same manner as at Moorshedabad, and that the money struck in Calcutta be of equal weight and fineness with that of Moorshedabad. There shall be no demand made for a deduction of Batta.

ARTICLE 6.

In the presence of God and his Prophet, these Articles are signed and sealed.

That these proposals be ratified in the strongest manner, in the presence of God and his Prophet, and signed and sealed to by the Nabob, and some of his principal people.

ARTICLE 7.

On condition that an Agreement, under the Company's seal, and signed by the Company's Council, and sworn to according to their religion, be sent me, I agree to the Articles which I have countersigned.

And Admiral Charles Watson and Colonel Clive promise, in behalf of the English Nation, and of the English Company, that from henceforth all hostilities shall cease in Bengal, and the English will always remain in peace and friendship with the Nabob, as long as these Articles are kept in force, and remain unviolated.

BENGAL.
No. I.

Aaz ul Mulck,
Morad ul Dowla,
Nowrish Ally Khan
Behauder,
Zahooar Jung,
a servant of
King Aalum Geer,
the Invincible.

Witness,
Mohindar Narrain Canongo.

Meer Jaffier
Khan Behauder,
a servant of
King Aalum Geer,
the Invincible.

Rajah Doolundram
Behauder,
a servant of
King Aalum Geer,
the Invincible.

Witness,
Luckí Narrain Canongo.

AGREEMENT of the COMPANY, signed by the GOVERNOR and COMMITTEE, the 9th of February 1757. (19th Jamadee-ul-awal, 1170.)

We, the East India Company, in the presence of his Excellency the Nabob Monsoor ul Mulck Serajah Dowla Shah Kuly Khan Behauder, Hybut Jung, Nazim of Bengal, Behar, and Orissa, by the hands and seal of the Council, and by firm agreement and solemn attestation, do declare, that the business of the Company's factories, within the jurisdiction of the Nabob, shall go on in its former course: that we will never oppress or do violence to any persons without cause: that we will never offer protection to any persons having accounts with the Government, any of the King's Talookdars or Zemindars, nor murderers nor robbers: that we will never act contrary to the tenor of the Articles agreed to by the Nabob: that we will carry on our business as formerly, and will never, in any respect, deviate from this Agreement.

MADRAS PRESIDENCY
CHINA
XVIII
MAP
of the acquisitions of British Territory
in
BENGAL AND THE BURMESE PROVINCES.

PERWANNAHS AND DUSTUCKS GIVING EFFECT TO THE ABOVE TREATY.

PERWANNAH for DUSTUCKS from SERAJAH DOWLA, dated the 9th Rajeb Moon.

The English Company's goods have been carried backward and forward by land and water, always through the Provinces of Bengal, Behar, and Orissa, by the dustuck and seal of the said Company, by virtue of the King's Firmaund, which is also now confirmed by me. Take care, on no pretence, to interrupt their carrying their goods backwards and forwards through all the chokeys whatsoever, and not to demand any katbarra, manjor, &c., according to the King's Firmaund. Let them pass and repass without receiving a single cowrie from any of their people; and interfere not with the English Company's Gomastahs on any account, but rather take care that through all your districts their business be not obstructed in any way.

Fifteen Perwannahs of the same tenor and date were granted under the seal of the Nabob Serajah Dowla, to the Rajahs and Zemindars.

PERWANNAH under the seal of the NABOB MONSOOR UL MULCK SERAJAH DOWLA BEHAUDER, HYBUT JUNG, dated the 9th Rajeb (31st March 1757), in the 3rd Year of the glorious Reign Mohunlol.

All goods belonging to the English Company, which, by virtue of the royal mandate, used to pass and repass with the said Company's dustucks, by land or water, through the Provinces of Bengal, Behar, and Orissa, I have, at this time, granted a free currency to, in the same manner and with the same privileges as formerly; it is necessary that your Excellency write to the Officers at Dacca, Chittagong, Jugdea, Akbarnagur, Silhet, Rangamatty, Cheetmarre, Moorshedabad, and Purnea, that they suffer the same goods to pass up and down the rivers without any molestation or imposition of katbarra (a tax laid upon boats) or any other articles forbidden by the royal court; nor exact the smallest sum from them, nor any ways oppress the Gomastahs or dependents. Let them be punctual in this.

DUSTUCK under the seal of the NABOB SERAJAH DOWLA, &c., dated the 17th Jemadee Saun (9th March 1757), in the 3rd Year of the King's glorious Reign.

To all Fouzdars, Zemindars, Chowkeydars, and Overseers of the way of the Provinces of Bengal, Behar, and Orissa.

All goods belonging to the English Company, which, by virtue of the royal mandate, used to pass and repass through the foregoing provinces, by land

BENGAL. No. II.

and water, with the Company's dustucks, I have at this time granted a free currency to in the same manner as formerly, and with the confirmation of their former privileges. Let all goods having the English Company's dustuck pass as before up and down the river, without any molestation or imposition of katbarra, or any other articles forbidden by the royal court; nor exact the smallest sum from them, nor oppress the Company's dependents.

In this be punctual, and act conformably to this writing.

PERWANNAH of the NABOB SERAJAH DOWLA to the Honorable COMPANY for erecting a Mint in Calcutta.

From the date of the first of the moon Shabaun, the four-sun siccas are begun to be stamped, and through all the mint houses the new siccas of the four-sun are coined. Take care and erect a mint in Calcutta (called Allenagur) and stamp gold and silver Rupees out of the bullion and gold imported by your nation, of the weight of Rupees of gold and silver coined at Moorshedabad. Under the name of Allenagur (Calcutta) shall you coin your money: it shall pass for land revenues, &c. Nobody will ask or set any batta upon them; only take care not to coin the gold and silver of other nations.

No. II.

AGREEMENT of COLONEL CLIVE with the NABOB, dated February 12, 1757. (22nd Jamadee-ul-awul.)

I, Colonel Clive, Sabut Jung Behaudef, Commander of the English Land Forces in Bengal, do solemnly declare, in the presence of God and our Saviour, that there is peace between the Nabob, Serajah Dowla, and the English. They, the English, will inviolably adhere to the Articles of the Treaty made with the Nabob: That as long as he shall observe his Agreement, the English will always look upon his enemies as their enemies, and whenever called upon will grant him all the assistance in their power.

No. III.

TREATY with JAFFIER ALLY KHAN.

I swear by God, and the Prophet of God, to abide by the Terms of this Treaty whilst I have life.

Meer Mahomed
Jaffier Khan Behauder,
servant of
King Aalum Geer.

TREATY made with the ADMIRAL and COLONEL CLIVE (Sabut Jung Behauder), Governor DRAKE, and Mr. WATTS.

ARTICLE 1.

Whatever Articles were agreed upon in the time of peace with the Nabob Serajah Dowla Monsoor ul Mulck Shah Kuly Khan Behauder, Hybut Jung, I agree to comply with.

ARTICLE 2.

The enemies of the English are my enemies, whether they be Indians or Europeans.

ARTICLE 3.

All the effects and factories belonging to the French, in the Provinces of Bengal (the Paradise of Nations), Behar and Orissa, shall remain in the possession of the English, nor will I ever allow them any more to settle in the three Provinces.

ARTICLE 4.

In consideration of the losses which the English Company have sustained by the capture and plunder of Calcutta, by the Nabob, and the charges occasioned by the maintenance of the forces, I will give them one crore of Rupees.

ARTICLE 5.

For the effects plundered from the English inhabitants of Calcutta, I agree to give fifty lakhs of Rupees.

* These words were written in his own hand.

ARTICLE 6.

For the effects plundered from the Gentoos, Mussulmans, and other subjects of Calcutta, twenty lakhs of Rupees shall be given.

ARTICLE 7.

For the effects plundered from the Armenian inhabitants of Calcutta, I will give the sum of seven lakhs of Rupees. The distribution of the sums allotted the natives, English inhabitants, Gentoos, and Mussulmans, shall be left to the Admiral, and Colonel Clive (Sabut Jung Behauder), and the rest of the Council, to be disposed of by them to whom they think proper.

ARTICLE 8.

Within the ditch, which surrounds the borders of Calcutta, are tracts of land, belonging to several Zemindars; besides this I will grant the English Company six hundred yards without the ditch.

ARTICLE 9.

All the land lying to the south of Calcutta, as far as Culpee, shall be under the Zemindarry of the English Company; and all the Officers of those parts shall be under their jurisdiction. The revenues to be paid by them (the Company) in the same manner with other Zemindars.

ARTICLE 10.

Whenever I demand the English assistance, I will be at the charge of the maintenance of them.

ARTICLE 11.

I will not erect any new fortifications below the Hooghly, near the River Ganges.

ARTICLE 12.

As soon as I am established in the Government of the three Provinces, the aforesaid sums shall be faithfully paid.

Dated the 15th Ramzan, in the 4th Year of the Reign.

Additional Article.

Article 13.

On condition that Meer Jaffier Khan Behauder shall solemnly ratify, confirm by oath, and execute all the above Articles, which the underwritten, on behalf of the Honorable East India Company, do, declaring on the Holy Gospels and before God, that we will assist Meer Jaffier Khan Behauder with all our force, to obtain the Soubahship of the Provinces of Bengal, Behar, and Orissa, and further, that we will assist him to the utmost against all his enemies whatever, as soon as he calls upon us for that end; provided that he, on his coming to be Nabob, shall fulfil the aforesaid Articles.*

SUNNUDS AND PERWANNAHS GIVING EFFECT TO THE TREATY.

1. General Sunnud, under the Seal of Jaffier Ally Khan.

To all Governors, Muttaseddees, present and future, all Naibs, Fouzdars, Zemindars, Chowdrahs, Canongoos, &c., Servants of the Government, in the Provinces of Bengal, Behar, and Orissa.

Know that, by the Royal Firmaund and Husbulhookums, the English Company are pardoned (maaff) exempt from all duties, therefore I write:

That whatever goods the Company's Gomastahs may bring, or carry to, or from, their factories, the aurungs, or other places, by land or by water, with a dustuck from any of the Chiefs of their factories, you shall neither ask nor receive any sum, however trifling, for the same. Know, they have full power to buy and sell; you are by no means to oppose it. You are not to require from the Company's Gomastahs the Settee, Manghans, or any other of the Zemindar's impositions. The Company's Gomastahs shall buy and sell the Company's goods, without the intervention of delolls, unless the Gomastahs are satisfied to employ them. You are to assist them on all occasions wherever they buy or sell. Whoever acts contrary to these orders, the English have full power to punish them. If any of the Company's goods

* This Article was not transmitted from India to the Company, but is to be found in the 12th page of the Appendix to the Dutch Memorial, and as there is no reason to doubt the authenticity of it, it is subjoined to the Treaty with the Nabob Meer Jaffier.

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are stolen, you are to recover the very effects stolen, or make good their amount. Any merchants or others on whom the Company have any lawful demands, you are to see that the same be paid to their Gomastahs. Take care that no one wrong or oppress the Company's Gomastahs. You are not to require or stop their boats, on pretence of the katbarra, or other duties on boats, whether they be the Company's own boats or boats hired by their Gomastahs. You are to give credit to the copies of all the Sunnuds to the Company, under the Kazzi's seal, without requiring the original. Any of the Company's debtors running from them, you are not to give them protection, or plead for them, but are to deliver them up to the Company's Gomastahs. The Fouzdarrykurch, &c., impositions of the Fouzdars, which are forbid by the King, you shall not demand of the English, their Gomastahs, or inhabitants. Whenever the English Company desire to settle a new factory, besides those they are already possessed of, in the Provinces of Bengal, Behar, and Orissa, you are to give them forty begahs of the King's land. If any of the English ships are driven by bad weather, or wrecked in any of the ports, or other places, you are to assist them all in your power, and see that the goods are restored to the Company, and you are not to require the chouttarry, &c., which the King has forbid.

A mint is established in Calcutta; coin siccas and gold mohurs, of equal weight and fineness with the siccas and gold mohurs of Moorshedabad: they shall pass in the King's treasury.

All that I have written must be done; do as I have written, nor ask a new Sunnud every year. The 27th of the moon Shevaul, and 4th of the King's Reign, being the 15th of the month of July 1757.

2. Perwannah from Jaffier Ally Khan, for the Mint.

To the high and mighty, the bold and valiant Commanders, the greatest of Merchants, the English Company, on whom may the King's favor rest for ever.

A mint has been established in Calcutta; continue coining gold and silver into siccas and mohurs, of the same weight and standard with those of Moorshedabad; the impression to be *Calcutta;* they shall pass current in the Provinces of Bengal, Behar, and Orissa, and be received into the Cadjanna: there shall be no obstruction or difficulty for kussoor. Under the seal of Fidvir Aalum Geer, Badsha Gauze, Sujah ul Mulck, Hossam ô Dowla, Meer Mahomed Jaffier Khan Behauder, Mahabut Jung. 11th Zeerlaida, 4th of the King's Reign.

3. PERWANNAH for the Granted Lands.

Seal of the NABOB JAFFIER ALLY KHAN.

1170.
Aalum Geer, Emperor,
fighting for the Faith,
his Devoted
Meer Mahomed Jaffier Ally
Khan Behauder, Sujah ul
Mulck, Hossam ô Dowla,
Mahabut Jung,
Anno 4.

Ye Zemindars, Chowdrahs, Talookdars, Muccuddems, Recayahs, Morsawreens, Mootawettawahs of the Chuckla of Hooghly and others situated in Bengal, the Terrestrial Paradise: Know that the Zemindarry, Chowdraby, and Talookdarry, of the countries in the subjoined list, hath been given by Treaty to the most illustrious and most magnificent the English Company, the glory and ornament of trade: The said Company will be careful to govern according to established custom and usage, without any gradual deviation, and watch for the prosperity of the people. Your duty is to give no cause of complaint to the Recayahs of the Company, who, on their part, are to govern with such kindness, that husbandry may receive a daily increase, that all disorders may be suppressed, drunkenness and other illicit practices prevented, and the Imperial tributes be sent in due time. Such part of the above-said country as may be situated to the west of Calcutta, on the other side of the Ganges, does not appertain to the Company: Know then, ye Zemindars, &c., that ye are dependents of the Company, and that ye must submit to such treatment as they give you, whether good or bad, and this is my express injunction.

Twenty-four Mahals.

The Pergunnah of	Mugra.
Ditto	Khasspoor.
Ditto	Mudenmull.
Ditto	Ekktiarpoor.
Ditto	Burjutty.
Ditto	Azimabad.
Ditto	Moodagotcha.
Ditto	Putcha Kollu.
Part of the Pergunnah of	Shahpoor.
	Shah Nagur.

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Part of the Pergunnah of Ghur.
The Pergunnah of Karee Jurree.
Ditto Deccan Saugeer.
Part of the Pergunnah of Calcutta.
Part of the Pergunnah of Paikan.
Part of the Pergunnah of Munpoor.
Part of the Pergunnah of Ameerabad.
Part of the Pergunnah of Mahomed Ameepoor.
Mellung Mahal.
The Pergunnah of Hattiagur.
Ditto Meida.
Part of the Pergunnah of Akbarpoor.
Part of the Pergunnah of Bellia.
Part of the Pergunnah of Bussindarry.

*Dated the * 5th of Rabbi-ul-Sauni, anno quarto.*

(In the Nabob's own hand, serving by way of sign manual.) It is written, Finis.

(In Maha Rajah Doolubrum's own hand, as Naib.) Seen.

(In Rajah Raage Bullub's own hand, as Hussoor Nevis.) The 5th of Rabbi-ul-Sauni, anno quarto, registered in the Imperial Register.

(In Rajah Conghu Baharree's own hand, as Dewan of Bengal.) The 5th of Rabbi ul Sauni, anno quarto, registered in the Dewannee Register.

4. PERWANNAH from JAFFIER ALLY KHAN, for the Saltpetre of Behar.

On the 2nd of the month of Rajeb, of the 4th year of his Majesty's Reign, a copy was entered in the Dewan's books.

At this time, through the means of Colonel Clive, the Saltpetre lands of the whole Province of Behar have been granted to the English Company, from the beginning of the Bengal year 1165, in the room of Coja Mahomed Wazeed; you are therefore hereby directed to establish the authority of their Gomastahs, in all the Saltpetre lands of the aforesaid Province, to give strict orders to the Saltpetre picars not to sell an ounce of Saltpetre to any other person,

On the last day of the month of Jammada-ul-Sauni, of the 5th year of his Majesty's Reign, a copy was entered in His Excellency's books.

* About the 20th December 1757.

and to receive from the Company the stipulated Nuzzurrana and money, for the aforesaid lands.

Approved.

5. SUNNUD for the ZEMINDARRY of the HONORABLE EAST INDIA COMPANY'S Lands, given under the Seal of the NABOB, ALLOW ô DOWLA (commonly styled the Nabob Meeron) MEER MAHOMED SADDOCK KHAN BEHAUDER, ASSUD JUNG, Dewan of the Soubah of Bengal.

To the Muttaseddees, for affairs for the time being and to come, and Chowdrees and Canongoos, and Inhabitants, and Husbandmen of the Kissmut Pergunnah of Calcutta, &c., of the Circar Sautgaum, &c., belonging to the Paradise of Nations, the Soubah of Bengal. Be it known, that, in consequence of the Ferd Sawal, signed by the glory of the nobility and administration, Sujah ul Mulck, Hossam ô Dowla, Meer Mahomed Jaffier Khan Behauder, Mahabut Jung, Nizam of the Soubah, and the Ferd Huckeekut, and Muchulca, signed conformably thereto, the forms of which are herein fully set forth: The office of the Zemindarry of the Pergunnahs above written, in consideration of the sum of twenty thousand one hundred and one Rupees (20,101) Pishcash, &c., to the Imperial Circar, according to the endorsement, from the month Poos (anno 1164) in the year eleven hundred and sixty-four of the Bengal Æra, is conferred upon the noblest of Merchants, the English Company, to the end that they attend to the rites and customs thereof, as is fitting, nor in the least circumstance neglect or withhold the vigilance and care due thereto: That they deliver into the treasury, at proper times, the due rents of the Circar: That they behave in such manner to the inhabitants and lower sort of people, that, by their good management, the said Pergunnah may flourish and increase: That they suffer no robbers nor house-breakers to remain within their districts, and take such care of the King's highways, that the travellers and passengers may pass and repass without the least molestation: That (which God forbid) if the effects of any person be plundered or stolen, they discover and produce the plunderers and thieves, together with the goods, and deliver the goods to the owners, and the criminals to condign punishment; or else, that they themselves be responsible for the said goods: That they take especial care that no one be guilty of any crimes or drunkenness, within the limits of their Zemindarry: That after the expiration of the year they take a discharge, according to custom, and that they deliver the accounts of their Zemindarry, agreeable to the stated forms, every year, into the duftercana of the Circar;

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and that they refrain from demanding the articles forbidden by the Imperial Court (the Asylum of the World).

It is their (the Muttaseddees, &c.) duty to look upon the said Company as the established and lawful Zemindars of those places, and whatsoever appertains, or is annexed to that office, as their right: in this particular be they strictly punctual.

Dated the First of Rabbi-ul-Sauni, in the Fifth Sun of the Reign.

Let the endorsement be written.

PARTICULARS OF THE ENDORSEMENT.

In consequence of the Ferd Sawal, signed by the glory of the nobility and administration, Sujah ul Mulck, Hossam ô Dowla, Meer Mahomed Jaffier Khan Behauder, Mahabut Jung, Nizam of the Soubah, and the Ferd Huckeekut and Muchulca, signed conformably thereto, the forms of which are herein fully set forth: The office of the Zemindarry of the Kissmut Pergunnah of Calcutta, &c., of the Circar Sautgaum, belonging to the Paradise of Nations, the Soubah of Bengal, in consideration of the sum of twenty thousand one hundred and one Rupees (20,101) Pishcash, &c., to the Imperial Circar, from the month Póos (anno 1164) in the year one thousand one hundred and sixty-four of the Bengal Æra, is conferred upon the noblest of Merchants, the English Company.

27 Mahals,

Deroobust,	Kissmut,
15 Mahals.	12 Mahals.

The amount, according to the account signed by the Canongoos of the Soubah.

Form of the Sign Manual.

Be the Sunnud granted.

Form of the Ferd Sawal.

The Zemindarry of the Kissmut Pergunnah of Calcutta, &c., of the Circar Sautgaum, &c., belonging to the Paradise of Nations, the Soubah of Bengal, having been conferred on the noblest of Merchants, the English Company, the aforesaid Company represent, that the inhabitants will not be satisfied without the grant of a Sunnud, wherefore they desire that the Sunnud may be graciously allowed them, for which they agree to pay the sum of twenty thousand one hundred and one Rupees (20,101) Pishcash, &c., to the Imperial Circar.—In this particular what are your commands?

27 Mahals,

Deroobust,	Kissmut,
15 Mahals.	12 Mahals.

The amount, according to the account signed by the Canongoos of the Soubah.
Rupees 2,22,958 10 12 3

N. B.—This is written by the Royroyan.

Kissmut Pergunnah of Calcutta, &c., of the Circar Sautgaum, in the districts of the Chuckla of Hooghly.

26 Mahals,

Deroobust, 15 Mahals. Kissmuttea, 11 Mahals.

Amount 2,20,166 14 10 1

Kissmut Pergunnah of Calcutta ... Circar Sautgaum.
Division 16 Annas.
Mahal Kissmuttea.
Amount 28,482 6 13
Belonging to the Company 28,361 8 10 1
Ditto Ramcunt 120 13 2 3

Kissmut Pergunnah of Mugra ... Circar ditto.
Division 16 Annas.
Mahal Kissmuttea.
Amount 24,504 13 16 1

Pergunnah of Khasspoor ... Circar ditto.
Division 16 Annas.
Mahal Deroobust.
Amount 3,337 3 2

Pergunnah of Mudenmull ... Circar ditto.
Division 16 Annas.
Mahal Deroobust.
Amount 22,199 5 5

Pergunnah of Berryhattee ... Circar ditto.
Division 16 Annas.
Mahal Deroobust.
Amount 6,149 4 13 3

Pergunnah of Ekktiarpoor ... Circar ditto.
Division 16 Annas.
Mahal Deroobust.
Amount 7,923 1 8

Pergunnah of Deccan Saugur ... Circar ditto.
Division 16 Annas.
Mahal Deroobust.
Amount 60 7 12 2

On the 15th of Rabi-ul-Saani, 5th Sun, a copy was entered in the Dewannee Book. D.

Pishcash of the Imperial Circar, &c., 20,101 Rupees.
Vizier's Fees, 3,000 Rs.
Nuzzurrana Soubahdarry, 5,000 Rs.
Pishcash of the Imperial Circar, 12,101 Rs.

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Pergunnah of Shahnagur ... Circar Sautgaum.
Division 16 Annas.
Mahal Deroobust.
Amount 283 7 14

Pergunnah of Azimabad ... Circar ditto.
Division 16 Annas.
Mahal Deroobust.
Amount 10,000

Pergunnah of Ghur. ... Circar Saleemabad.
Division 16 Annas.
Mahal Deroobust.
Amount 7,420 9 15

Pergunnah of Moodagotcha ... Circar ditto.
Division 16 Annas.
Mahal Deroobust.
Amount 31,793 10

Pergunnah of Peetcha Kollie ... Circar ditto.
Division 16 Annas.
Mahal Deroobust.
Amount 3,129 4 15

Pergunnah of Karee Jurree ... Circar ditto.
Division 16 Annas.
Mahal Deroobust.
Amount 562 8

Kissmut Pergunnah of Manpoor ... Circar ditto.
Division 16 Annas.
Mahal Kissmuttea.
Amount 8,947 10 1 1
Belonging to the Company 8,856 3 1
Ditto ... . Ramcunt 91 9 18

Kissmut Pergunnah of Paikan ... Circar ditto.
Division 12 Annas.
Mahal Kissmuttea.
Amount 6,787 10 6 3

Kissmut Pergunnah of Ameerabad ... Circar ditto.
Adjacent to Chitpoor.
Division 3 Annas.
Mahal Kissmuttea.
Amount 3,650 10 9

On the 12th day of Rabbi-ul-Sauni a copy was entered in the Books of the Government. (G. Huzzoor, or the Presence.)
II.

Kissmut Pergunnah of Havelushehr ... Circar Saleemabad.
The village of Seenderpoor.
No Division.
Mahal Kissmuttea.
Amount 323 11 8

Kissmut Pergunnah of Mahommed Ameerpoor ... Circar ditto.
The village.
No Division.
Mahal Kissmuttea.
Amount 184 5 10

Kissmut Pergunnah of Mob, Salt, & Wax ... Circar ditto.
No Division.
Mahal Kissmuttea.
Amount 16,702 13 1

Pergunnah of Hattiagur ... Circar ditto.
Division 16 Annas.
Mehal Deroobust.
Amount 22,119 7 19 3

Pergunnah of Meida ... Circar ditto.
Division 16 Annas.
Mahal Deroobust.
Amount 4,199 14 10

Pergunnah of Akbarpoor ... Circar ditto.
Division 16 Annas.
Mahal Deroobust.
Amount 2,228 15 15

Pergunnah of Shahpoor ... Circar ditto.
Division 16 Annas.
Mahal Deroobust.
Amount 3,470 12 2 2

Kissmut Pergunnah of Aboab Fouzdarry, &c.... Circar ditto.
No Division.
2 Mahals Kissmuttea.
Amount 1,204 12 18 2

Kissmut Pergunnah Aboab Fouzdarry, and Pishcash Congo.
2 Mehals.
Amount 1,174 11 16 3
Bherjy (transferred) 30 1 1 3

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Sairs, Hattiagur, and Meida, and Meidonmul, and Moodagotcha, belonging to Coot Ekktiapoor.

Division 3 Annas 11 Gundas.

Mahal Kissmuttea.

Amount 4,501

Kissmut Pergunnah of Bellia Busseindarry, Circar Saleemabad, named Sahebnagur, in the districts of the Chuckla of Burdwan, containing the Mouza Bhilla, and all the lands lying on the east side of the River Ganges.

Division 10 Annas.

Mahal Kissmuttea.

Amount 2,791 · 11 . 12 2

Form of the Sign Manual.

After the receipt of the Muchulca and Zaminee, according to custom.

Be the Sunnud granted.

Form of the Ferd Huckeekut.

In consequence of the Ferd Sawal, signed by the glory of the nobility and administration, Sujah ul Mulck, Hossam ô Dowla, Meer Mahomed Jaffier Khan Behauder, Mahabut Jung, Nazim of the Soubah, the form of which is herein fully set forth, the office of the Zemindarry of the Kissmut Pergunnah of Calcutta, &c., of the Circar Sautgaum, &c., belonging to the Paradise of Nations, the Soubah of Bengal, in consideration of the sum of twenty thousand one hundred and one Rupees (20,101) Pishcash, &c., to the Imperial Circar, is conferred on the noblest of Merchants, the English Company, who have delivered a Muchulca and Zaminee, into the books, and petition for the Sunnud. In this particular what are you pleased to decree ?

27 Mahals,

Deroobust, 15 Mahals. Kissmuttèa, 12 Mahals.

Amount, according to the account signed by the Canongoo of the Soubah.

Rupees 2,22,958 10 2 3

Form of the Ferd Sawal, and particulars of the Mahals have been written above.

Pishcash of the Imperial Circar, &c., 20,101 Rupees.

Pishcash of the Circar, 12,101 Rs. Nuzzurrana Soubahdarry, 5,000 Rs. Vizier's Fees, 3,000 Rs.

Form of the Sign Manual.

It has been viewed.

Form of the Muchulca, dated the

We, the English Company, do declare, that whereas the office of the Zemindarry of the Kissmut Pergunnah of Calcutta, &c., of the Circar Sautgaum, &c., belonging to the Paradise of Nations, the Soubah of Bengal, in consideration of the sum of twenty thousand one hundred and one Rupees (20,101) Pishcash, &c., to the Imperial Circar, from the month Poos (annō 1164) in the year eleven hundred and sixty-four of the Bengal Æra, has been conferred on us, to the end that we attend to the rites and customs thereof, as is fitting, nor in the least circumstance neglect or withhold the vigilance and care due thereto. That we deliver into the treasury, in the proper times, the due rents of the Circar. That we behave in such manner to the inhabitants and lower sort of people, that by our good management the said Pergunnahs may flourish and increase. That we suffer no robbers nor housebreakers to remain within our districts, and take such care of the King's highways that the travellers and passengers may pass and repass without fear or molestation. That (which God forbid) if the effects of any person be plundered or stolen, we discover and produce the robbers or thieves, together with the goods, and deliver the goods to the owners, and the criminals to condign punishment, or else that we ourselves be responsible for the said goods. That we take especial care that no one be guilty of any crime or drunkenness within the limits of our Zemindarry. That after the expiration

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of the year, we take a discharge according to custom, and that we deliver the accounts of our Zemindarry agreeable to the stated forms every year into the duftercana of the Circar, and that we refrain from demanding the articles forbidden by the Imperial Court (the Asylum of the World). For this reason we have given this writing as a muchulca and agreement, that upon any occasion recourse may be had thereto.

Particulars of the Mahals have been written in the endorsement.

27 Mahals,
Deroobust, 15 Mahals. Kissmuttea, 12 Mahals.
Amount 2,22,958 10 2 3

Form of the Sign Manual,
It is accepted.

Form of the Tomsook Hazir Zaminee, dated the

I, do declare, that whereas the office of the Zemindarry of the Kissmut Pergunnah of Calcutta, &c., of Circar Sautgaum, &c., belonging to the Paradise of Nations, the Soubah of Bengal, has been conferred on the noblest of Merchants, the English Company; I, being appointed the personal security for the said Company, with the Circar, do agree, and give this writing, that the aforesaid Company shall be present and execute the functions of the Zemindarry: If they shall absent themselves, I will make them appear; but if at any time I am not able to make them appear, I will be responsible for their compacts. For this reason I have given this writing as a Tomsook Hazir Zaminee, that upon any occasion recourse may be had thereto.

Form of the Sign Manual,
Signed.

Form of the Agreement for the Pishcash, &c., to the Imperial Circar.

Account of the agreement for the Pishcash, &c., made for obtaining the grant of the Sunnud for the Zemindarry of the Kissmut Pergunnah of Calcutta, &c., of the Circar Sautgaum, &c., in the name of us, the English Company, for the Year 1165 of the Bengal Æra.

20,101 Rupees Pishcash.
Pishcash of the Imperial Circar, 12,101 Rupees.
Nuzzurrana Soubahdarry, 5,000 Rupees.
Vizier's Fees, 3,000 Rupees.
Rupees 2,22,958 10 2 3

6. SUNNUD for the Free Tenure of the TOWN of CALCUTTA, &c., to the HONORABLE EAST INDIA COMPANY, given under the Seal of the NABOB ALLOW ô DOWLA MEER MAHOMED SADDOCK KHAN BEHAUDER, ASSUD JUNG, Dewan of the Soubah of Bengal.

To the Muttaseddees for affairs for the time being and to come, and Zemindars, and Chowdrahs, and Talookdars, and Canongoos of the Mowza of Govindpoor, &c., in the districts of the Pergunnah of Calcutta, belonging to the Paradise of Nations, the Soubah of Bengal. Be it known, that in consequence of the Ferd Sawal, signed by the glory of the nobility and administration, Sujah ul Mulck, Hossam ô Dowla, Meer Mahomed Jaffier Khan Behauder, Mahabut Jung, Nazim of the Soubah, and the Ferd Huckeekut, and Muchulca, signed conformably thereto, the forms of which are herein fully set forth ; the rents of the aforesaid Mowzas, &c., which adjoin to the factory of the most noble of Merchants, the English Company, amounting to eight thousand eight hundred and thirty-six Rupees and something more, from the *1st of Rabbi-ul-Sauni, 5th Sun, according to the endorsement, are forgiven ; to the end that they provide for the defence of their factory, and the safeguard of the sea-ports herewith. It is their (the Muftaseddees, &c.) duty to desist from all claims for the rents, nor in any way, nor by any means, oppress or disturb them. In this particular be they punctual.

Dated as above.

† Let the endorsement be written.

PARTICULARS OF THE ENDORSEMENT.

In consequence of the Ferd Sawal, signed by the glory of the nobility and administration, Sujah ul Mulck, Hossam ô Dowla, Meer Mahomed Jaffier Khan Behauder, Mahabut Jung, Nazim of the Soubah, and the Ferd Huckeekut, and Muchulca, signed conformably thereto, the forms of which are herein fully set forth ; the rents of the Mowza of Govindpoor, &c., in the districts of the Pergunnah of Calcutta, &c., belonging to the Paradise of Nations, the Soubah of Bengal, and dependent on the Khalsa Shereefa, and the Jaghire of the Circar which adjoin to the factory of the noblest of Merchants, the English Company, amounting to eight thousand eight hundred and thirty-six Rupees and something more, from the ‡ latter season of Oodael, in the year eleven hundred and sixty-four (1164) of the Bengal Æra, are forgiven the noblest of merchants aforesaid.

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* About the beginning of December 1758.

† This is written by the Royroyan.

‡ In the original Fesset Kruf.

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Mowzas and Mahals 22½.

Mowzas 20½. Mahals (2 Markets) 2.

The amount, according to the Ferd signed by the Canongoos of the Soubah.

Form of the Sign Manual,

Be the Sunnud granted.

Form of the Ferd Sawal.

The noblest of Merchants, the English Company, represent, that the factory for carrying on their trade in the Pergunnah of Calcutta, lying near the sea, and being liable to continual alarms and interruptions from the enemy, for their defence, they have made a tank of water round their factory, and left an esplanade on all sides at the distance of a cannon shot ; and that the Mowza of Govindpoor, &c., in the districts of the Pergunnah of Calcutta, &c., of the Circar Sautgaum, belonging to the Paradise of Nations, the Soubah of Bengal, dependent on the Khalsa Shereefa and Jaghire of the Circar, adjoin thereto ; they request that a Sunnud, exempting them from the payment of the rents thereof, be granted them. In this particular what are your commands ?

Mowzas 20½. Mahals (2 Markets) 2.

Amounting, according to the account signed by the Canongoos of the Soubah, to Rupees 8,836 4 3 2.

Mowza of Govindpoor, &c., belonging to the Pergunnah of Calcutta. Mouza with Kissmutteas 12.

In all 6¾ Mowzas.—Amount 2,542 14 2 3

Kerria Kissmut of Govindpoor.

Mowza of 8 annas.—Amount 338 11 16 2 Jaghire.

Kerria Kissmut of Mirzapoor.

Mowza of 8 annas.—Amount 131 10 17 3

Kerria Kissmut of Gunnispoor, in the bounds of Molunga, of the Khalsa.

Mowza of 8 annas.—Amount 171 13 19 2

Kerria Kissmut of Chowrungee of the Jaghire.

Mowza of 8 annas.—Amount 44 8 2 2

Kerria Kissmut of Dhulland.

Mowza of 8 annas.—Amount 227 11 12 2

Kerria Kissmut of Jella Colunda.

Mowza of 8 annas.—Amount 266 2 13

Kerria Kissmut of Dilliah Danghee of the Jaghire.

Mowza of 12 annas.—Amount 582 15 6 3

Kerria Kissmut of Anhattee of the Jaghire.

Mowza of 6 annas.—Amount 184 13 16 1

Kerria Sulduah of the Jaghire.
One Mowza.—Amount 355 13 11
Kerria Kissmut of Bharee Birjhee.
Mowza of 6 annas.—Amount 63 4 2
Kerria Kispoorperra of the Jaghire.
One Mowza.—Amount 191 0 5
Kerria Kissmut of Bharee Serampoor of the Jaghire.
Mowza of 4 annas.—Amount 34 5 17 1
Kissmut Mowza of Dhellunt, &c., belonging to the Pergunnah of Paikan.
Twelve Mowzas, including Kissmutteas, in all 6¼ Mowzas of the Khalsa.
Amount 1,894 4 2
Kerria Kissmut of Dhellunt.
Mowza of 8 annas.—Amount 253 10 12 1
Kerria Kissmut of Soota Lootee.
Mowza of 6 annas.—Amount 113 7 1 1
Kerria Kissmut of Govindpoor.
Mowza of 8 annas.—Amount 161 3 13
Kerria Kissmut of Chowrungee.
Mowza of 8 annas.—Amount 97 7
Kerria Kissmut of Mirzapoor.
Mowza of 8 annas.—Amount 150 8 8 1
Kerria Rocul Koorea.
One Mowza.—Amount 178 12 1
Kerria Kissmut of Deccan Paikparra.
Mowza of 2 annas.—Amount 15 9 15
Kerria Kissmut of Dhela Dangee.
Mowza of 4 annas.—Amount 156 13 6
Kerria Kissmut of Anhattee.
Mowza of 10 annas.—Amount 218 10 12
Kerria Kissmut of Jella Colunda.
Mowza of 8 annas.—Amount 147 2 16 1
Kerria Kissmut of Bharee Birjhee.
Mowza of 10 annas.—Amount 227 2 2
Kerria Kissmut of Bharee Serampoor.
Mowza of 12 annas.—Amount 123 12 7
Mowza of Shimla, &c., belonging to the Pergunnah of Manpoor.
Three Mowzas entire of the Khalsa.—Amount 331 15 11
Kerria Shimla.—One Mowza.—Amount 121 15 3 2

Kerria Maukhund—One Mowza.—Amount 180 4 13 2

Kerria Awdinghu—One Mowza.—Amount 29 11 14

Mowza of the Town of Calcutta, &c., belonging to the Pergunnah of Ameerabad.

Six and half Mowzas and Mahals.—Amount 4,008 10 11

Kerria of the* Town of Calcutta.

One Mowza.—Amount 1,376 13 7 2

Kerria Kissmut of Soota Lootee.

Mowza of 10 annas.—Amount 1,392 9 14 2

Kerria Kissmut of Deccan Paikparra.

Mowza of 14 annas of the Jaghire.—Amount 479 2 2

Kerria of Birjhee.

One Mowza of the Jaghire.—Amount 114 7 2 2

Kerria of Serampoor.

One Mowza of the Jaghire.—Amount 50 13 15 2

Market of Soota Lootee.

One Mahal of the Khalsa.—Amount 272 2 2

Market of Govindpoor.

One Mahal of the Khalsa.—Amount 322 12 5 2

Kerria Kissmut of Aboab Fouzdarry of the Town of Calcutta, &c.

Amount 8 3 18 1

Form of the Sign Manual.

The Muchulca being taken according to the form.

Be the Sunnud granted.

Mem.—Here follows the Ferd Huckeekut, and also the Muchulca of the Company, which are in the same form as those in the Sunnud foregoing for the Company's Zemindarry.

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* In the original it is Dhee Calcutta.

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AU NOM DE LA TRINITÉ TRÈS SAINTE.

A tous ceux que ces presentes concernent, ou en quelques manière peuvent interesser, soit notoire.

Le très nobles & très Respectable President & Conseil du fort Williams, & le très Noble & très respectable Directeur & Conseil du fort Gustavus, dans ces païs ici, temoignants un désir ardant d'assoupir les troubles qui agitent Bengale, d'obvenir aux calamités si souvent éprouvées, de faire cesser, ôter & terminer tous les obstacles & differens survenûs, & de restaurer dans leurs établissemens une tranquilité parfaite, ont pour cette fin nominés, munis de plein pouvoirs & deputés au lieû destiné aux conferences à Garhetty, les honorable Messieurs: savoir

Le très Noble & très Respectable Président & Conseil du fort Williams; Messieurs Richard Becher & John Cooke: Conseillers du gouvernement.

Le très Noble & très Respectable Directeur et Conseil du fort Gustavus; Messieurs Jean Bacheracht, & Jean Charles Kist: Membres du Conseil Politique & de la Justice.

Lesquels, après s'avoir mutuellement assurés de leurs pleins pouvoirs expediés en bonne forme, & conféré des differens objets que leur Principaux ici ont jugés necessaires pour être insérés dans ce présent Instrument d'un general accomodement, finalement sont convenûs, après une deliberation mure, d'une pacification, dont est issue heureusement une cessation entiere de toutes les hostilités tant par mer que par terre, selon les articles dont le contenû ici suive.

DEMANDES *de la part des Anglois.*	REPONSE *de la part des Hollandois.*
ART. 1E.	
Messieurs les Directeur & Conseil de Chintsura donneront satisfaction suffisante a Messieurs le President & Conseil du Fort	Messieurs les Directeur et Conseil du Chintsura temoignent que comme ils ont toujours eu des sentimens pacifiques, les troubles qui

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Williams de l'insulte offerte au Pavillon Brittanique, par les Commandans des Vaisseaux Hollandois, et pour la detention de plusieurs de nos Vaisseaux, qui ont été saisis et arretés au bas de la Riviere contre les traités et l'alliance qui subsiste entre les deux Nations, et pour les autres actes d'hostilité commis par les dits Vaisseaux.

sont entrevenus & ont altéré la bonne intelligence entre les deux Nations, ne peuvent pas produire comme ils n'ont pas produit qu'une douleur sensible & tout ce qui s'est passé en bas par rapport au Pavillon Anglois et aux insultes qui sont commis est sans leur ordre et à regret peut être par des gens d'Equipage au premier abord dans un mal entendement des ordres, avec quelle demonstration ils esperent que Messieurs le Gouverneur & Conseil seront sufisament satisfaits.

ART. 2D.

Messieurs les Directeur & Conseil de Chintsura dedommageront et la Compagnie, & les particuliers des tous dommages causés par les Commandans de leurs Vaisseaux, soit par leur ordres, ou non, et rendront immediatement tous nos Vaisseaux, munitions, et effets qui peuvent encore rester dans leurs mains.

Comme les Vaisseaux Hollandois ont reçu aussi une grande perte & dommage, il paroit dur d'insister sur le dedommagement; mais ce qui est en effet sera rendu volontairement: On prie Messieurs le Gouverneur & Conseil de refléchir sur cet Article equitablement, et en cas qu'on ne desistera, nous ferons en sorte de les satisfaire.

Arrété à Garhetty Le 1*er Decembre* 1759.

RICHD. BECHER.
JOHN COOKE.
M. JOH. BACHERACHT.
J. C. KIST.

DEMANDES

DEMANDES

De la part des Hollandois.

ARTICLE 1E.

Que Messieurs les Anglois étant dans les termes d'un accomodement effectuent que leur allié le Nawab s'en retourne, ou au moins qu'il se tienne tranquille dans son camp, sans nous faire aucun tort, et que les articles de notre accomodement, soit accepté approuvé & confirmé par le Nawab, comme principal autant qu'ils le concernent tant pour le présent que pour l'avenir.

2D.

Un mutuel oubli de tout ce qui s'est passé pendant les troubles, qui ont cessé àprésent, de plus une assurance parfaite d'amitié, fidelité & correspondance, qui soient entretenus entre les deux nations par les chefs Respectables de chacune sans tolérer aucune hostilité de part, ni d'autre sous quelque pretexte que ce soit, que chacun fera de son mieux pour entretenir cette Intelligence & de contribuer en tout ce qui pourroit augmenter le Bonheur de toutes les deux: sans donner directement ou indirectement du secours à ceux qui voudroient nuire l'une ou l'autre.

REPONSE

De la part des Anglois.

ARTICLE 1E.

Nous nous sommes deja servi de tout notre credit auprès du Nazim, et nous continueront de même pour l'engager à faire retirer son armée, le moment que les Messieurs du Gouvernement Hollandois ont rempli ses ordres. Les articles convenus entre les Anglois et les Hollandois ne peuvent point être entremêlés dans le traité que le Gouvernement de Hooghly doit conclure avec le Nazim comme principal.

2D.

Approuvé, autant qu'il ne contrevient point à l'alliance que nous avons avec le Nazim du pàis Pendant que l'amitié subsiste entre nos deux souverains en Europe.

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3E.

Comme on n'a agi ni par declaration de guerre, ni par commission, nos troupes & gens de Mer ne peuvent être considerés comme prisonniers de guerre qui soient sujets à une capitulation, mais simplement comme des arretés temporels; de sorte qu'ils doivent être libres, et sortir avec tous les Honneurs militaires.

3E.

Nous ne regardons point les Officiers et Trouppes Hollandoises comme nos prisonniers; mais comme ceux du Nazim. Nous sommes donc prets à les relacher des que le gouvernement de Hooghly ont finis leur negotiation avec le Nazim, à l'Exception de ceux qui veulent entrer dans nôtre service, ou qui demandent la protection du pavillon anglois.

4E.

Qu'on nous laisse dans une possession libre, tranquille & pas diminuée, de nos établissements commerce, droits & prerogatives.

4E.

Nous n'avons jamais interrompu Messieurs les Hollandois dans leurs justes droits, ou privileges, et ne sommes point dans l'intention de le faire.

5E.

Que toutes les Personnes, Possessions, Etablissements, Terres, Maisons, Vaisseaux, batimens, tant de la Compagnie, qu'aux particuliers, & tout ce qui en depend, soient declarés libres & rendu en presence des Députés exprès, des deux partis, dans l'état qu'ils etoient.

5E.

Tous les Vaisseaux, Barques, &c., dans nôtre possession seront restitués des que nos demandes seront accordés, ou une assurance qu'ils seront de la part de Messieurs les Directeur & Conseil de Hooghly.

6E.

Les Ratifications seront echangées sous l'approbation de Messieurs les Directeurs des Compagnies le plutôt qu'il sera possible.

6E.

Accordé.

7E.	7E.
Finalement les deux partis seront guarandeurs reciproquement de l'Execution des Articles précédens.	Nous ne voions point la necessité de cet article.
Arrêté ce présent à Garhetty le 1er Decembre 1759.	*Arrêté ce présent à Garhetty le 3eme Decembre* 1759.
M. JOH. BACHERACHT. J. C. KIST.	RICHD. BECHER. JOHN COOKE.

REVERS.

Convenû, & arrêté que la langue françoise, dont on s'est servi dans quelques exemplaires de ce présent traité d'accomodement, & dont on sera obligé de se servir à l'avenir dans son execution, ne fournira aucun exemple qui pourroit être allégué au préjudice des Maitres et Principaux respectifs des deux parties Contractantes, mais qu'on se reglera dans la suitte selon ce qu'on trouvera à l'égard des Principaux des deux partis, qui sont dans le droit, coutume & possession d'expedier et reçevoir pareils Traités & actes dans une autre langue que le françois deja observé, ou ce qui doit être observé.

Le present Traité & les accessions qui y peuvent intervenir, ne tiennent la même vertu & proprieté, que si la même coutume y avoit été observé, & les articles separés qu'on y voudroit entremettre conserveront pareillement la même efficace, que s'ils etoient inserés dans le traité.

En foi de quoi nous sous signer Députés du très Noble, & très respectable Président et Conseil du fort Williams & du très noble & très respectable Directeur & Conseil du forte Gustavus, Membres de leurs Assemblées respectives, avons signé ce présent revers, & y fait apposer les Cachets de nos armes.

Ainsi fait au Lieu de nos Conferences à Garhetty le 3 *Decembre* 1759.

Seal. M. JOH. BACHERACHT. RICHD. BECHER. Seal.

Seal. J. C. KIST. JOHN COOKE. Seal.

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RATIFICATION.

Nous sousignés acceptons par ces présentes, les articles précédentes d'un mutuel & reciproque accomodement, negociés & arrêtés pour la pacification generale entre les Etablissemens et sujets de nos maitres & Principaux respectifs, par nos Deputés Extraordinaires, savoir d'une part, les Sieurs Richard Becher et John Cooke Conseillers du fort Williams: & de l'autre Les Sieurs Jean Bacheracht & Jean Charles Kist, Membre du Conseil politique et de Justice du fort Gustavus ici, et les approuvons confirmons & ratifions au nom & sous approbation de nos susdits Maitres & Principaux en Europe, promettant de faire faire incessament et fidellement executer la Restitution mutuelle stipulée dans les predits Articles pour assoupir toutes les mesintelligences & démêlés survenus jusqu'ici; d'ailleurs et outre cela de faire passer le contenû de cette présente convention, autant qu'il sera necessaire par une publication solemnelle à la connoissance de tous ceux qui dependent de nous, afin qu'elle soit dans tous ses points essentiels religieusement observée, en evitant tout ce qui pourra dans la Suite alterer, ou troubler l'amitié & le Voisinage paisible qui subsiste àprésent heureusement entre nos Etablissemens respectifs retablie.

En foi de quoi nous avons signé et munis ces présentes avec les Sceaux de nos deux Nobles Compagnies des Indes Orientales etablies ici.

Donné
a
Hougly, le 6e Decembre 1759.

Seal.

AN. BISDOME.
P. VERNET.
R. B. ARMENAULT.
M. TSINCK.
J. L. V. SCHEVICHAVEN.
SN. DEHOOG.
P. W. FALCK.

Donné
a
Calcutta, le 8 *Decembre* 1759.

Seal.

ROBERT CLIVE.
C. MANNINGHAM.
W. F. FRANKLAND.
J. Z. HOLWELL.
W. MACKETT.
THOS. BODDAM.
WM. B. SUMNER.
W. MCGUIRE.

TRANSLATION.

In the name of the Most Holy Trinity.

To all whom these Presents concern, or may in any way interest, be it known.

The most noble and most respectable President and Council of Fort William, and the most noble and respectable Director and Council of Fort Gustavus in these territories, animated by an ardent desire to remove all the troubles, obstacles, and differences which have been experienced in Bengal, and to re-establish complete tranquillity in their respective settlements, have, with this view, nominated, vested with full powers, and deputed the following gentlemen to Garethy, the place appointed for the conferences :—

On the part of the most noble and most respectable President and Council of Fort William, Messrs. Richard Becher and John Cooke, Counsellors of the Government.

On the part of the most noble and most respectable Director and Council of Fort Gustavus, Messrs. John Bacheracht and John Charles Kist, Members of the Political Council and of the Department of Justice, who discussed the different matters of which the insertion in the present treaty of settlement was considered necessary by their Principals here ; and after mature deliberation, a pacification was agreed upon, the result of which has been an entire cessation of hostilities both by sea and land, according to the terms of the following Articles:—

Demands on the part of the English.

ARTICLE 1.

The Director and Council of Chinsura shall afford due satisfaction to the President and Council of Fort William for the insult offered to the British flag by the Commanders of Dutch vessels, and for the detention of several of our ships, which have been seized and stopped down the river, contrary to Treaties and the alliance subsisting between the two nations, as well as for other acts of hostility committed by the said vessels.

Replies on the part of the Dutch.

ARTICLE 1.

The Director and Council of Chinsura state, that as they have always entertained pacific sentiments, the troubles which have arisen and affected the good understanding between the two nations cannot but be a source of great pain, and that what has passed respecting the British flag and the insults offered, has taken place without their orders and to their regret.

Those acts may probably have been committed by the people composing the crew under a misconception of orders. With this explanation it is

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hoped that the Governor and Council will be satisfied.

ARTICLE 2.

The Director and Council of Chinsura shall indemnify both the Company and individuals for all losses caused by the Commanders of their vessels, whether by their orders or not, and shall immediately give up all our ships, munitions, and effects which may still be in their hands.

ARTICLE 2.

As Dutch vessels have also suffered great loss and injury, it seems hard to insist upon indemnification, but what there is in effects shall willingly be restored.

The Governor and Council are requested to consider this Article in a spirit of equity. In the event of their not desisting, we shall endeavor to satisfy them.

Executed at Garhetty, the 1st December 1759.

(Signed) RICHD. BECHER.
„ JOHN COOKE.

(Signed) JOHN BACHERACHT.
„ J. C. KIST.

Demands on the part of the Dutch.

ARTICLE 1.

That the English shall cause their ally, the Nawab, to return, or at least to remain quiet in his camp, without doing us any injury, and that the Articles of our settlement shall be approved, accepted, and confirmed by the Nawab as a principal, in as far as they concern him, as well for the present as for the future.

ARTICLE 2.

There shall be a mutual oblivion of all that passed during the prevalence of troubles which have now ceased, as well as a perfect assurance

Replies on the part of the English.

ARTICLE 1.

We have already used all our influence with the Nazim, and will continue doing so with a view to induce him to withdraw his army, as soon as the gentlemen of the Dutch Government have fulfilled his orders.

The Articles agreed upon between the English and the Dutch cannot be intermixed in the Treaty which the Government of Hooghly is to conclude with the Nazim as principal.

ARTICLE 2.

Approved, so far as this article does not contravene our alliance with the Nazim of the country, and shall be observed while friendship shall subsist

of friendship, fidelity, and communication between the two nations through the respectable Chiefs of each, without the toleration of any hostility on either side, under any pretext whatsoever. Each shall do his best to maintain this good understanding and to augment the welfare of both, without directly or indirectly aiding those who may desire to hurt either nation.

between our respective Sovereigns in Europe.

ARTICLE 3.

As the acts done have not resulted from a declaration of war, our troops and seamen cannot be considered as prisoners of war, subject to a capitulation, but simply as persons under temporary detention; they should, therefore, be released and allowed to depart with military honors.

ARTICLE 3.

We do not regard the Dutch Officers and troops as our prisoners, but as those of the Nazim. We shall, therefore, be prepared to release them as soon as the Government of Hooghly shall have brought its negociations with the Nazim to a close, with the exception of such of them as may wish to enter our service, or may apply for the protection of the British flag.

ARTICLE 4.

That we shall be left in free, quiet, and undiminished possession of our establishments, commerce, rights, and prerogatives.

ARTICLE 4.

We have never interrupted the Dutch gentlemen in the enjoyment of their just rights or privileges, and have no intention to do so.

ARTICLE 5.

That all persons, possessions, establishments, lands, houses, vessels, belonging as well as to the Company as to individuals, and all dependent thereon, shall be declared free, and restored in the state in which they were, in presence of the special deputies of the two parties.

ARTICLE 5.

All the vessels, barks, &c., in our possession, shall be restored as soon as our demands shall have been complied with, or an assurance given that they shall be, on the part of the Director and Council of Hooghly.

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ARTICLE 6.

The ratifications shall be exchanged with approbation of the Directors on the part of the respective Companies as soon as practicable.

ARTICLE 6.

Agreed.

ARTICLE 7.

Finally, the two parties shall be reciprocally guaranteed in respect to the execution of the foregoing Articles.

ARTICLE 7.

We do not see the necessity of this Article.

Executed at Garhetty, the 1st of December 1759.

Executed at Garhetty, the 3rd of December 1759.

Seal. (Sd.) JOHN BACHERACHT. (Sd.) RICHARD BECHER. Seal.

Seal. „ J. C. KIST. „ JOHN COOKE. Seal.

Agreed and resolved, that the French language, which has been used in some copies of the present Treaty, and which it shall become necessary to use hereafter in its execution, shall furnish no ground or any allegation to the prejudice of the respective masters and principals of the two contracting parties, but that matter shall be regulated according to the practice of the principals who are in the habit of dispatching and receiving similar treaties and acts in other than the French language.

Any separate Articles which may be appended shall have the same force as if they had been inserted in the Treaty.

RATIFICATION.

We, the undersigned, accept, by these presents, the foregoing Articles of a mutual settlement negotiated and adopted for the general pacification of the establishments of our respective masters and principals through our Deputies, namely, on the one part, Messrs. Richard Becher and John Cooke, Counsellors at Fort William, and on the other, Messrs. John Bacheracht and John Charles Kist, Members of the Political Council and of the Department of Justice at Fort Gustavus here; and we approve, confirm, and ratify the same, in the

name, and subject to the approbation of, our respective masters and principals in Europe, promising to cause immediately and faithfully the mutual restitution stipulated in the aforesaid Articles, with a view to the removal of the misunderstandings and disorders which have hitherto prevailed, and, moreover, to bring the contents of this convention as far as may be necessary, by means of a formal publication, to the knowledge of all those who are dependent on us, in order that the same may, in all essential points, be religiously observed, so as to avoid in future whatever may tend to disturb the friendship and good understanding now happily subsisting between our respective establishments.

In witness whereof, we have signed and affixed to these presents the Seals of the two East India Companies, respectively.

Given at Hooghly, the 4th Dec. 1759. *Given at Calcutta, the 8th Dec.* 1759.

Dutch Seal. (Sd.) A. BISDOME.
„ E. L. VERNET.
„ M. TSINCK.
„ J. L. V. SCHEVICHAVEN.
„ S. DEHOOG.
„ P. W. FALCK.

Coy.'s Seal. (Sd.) ROBT. CLIVE.
„ C. MANNINGHAM.
„ W. F. FRANKLAND.
„ J. Z. HOLWELL.
„ W. MACKETT.
„ THOMAS BODDAM.
„ W. B. SUMNER.
„ W. MCGUIRE.

No. V.

GUARANTEED AGREEMENT between the DUTCH and the NABOB, 23rd August 1760.

Articles agreed on by the undermentioned Deputies appointed by the Directore and Council for the Dutch East India Company in Bengal to be performed on the part of the said Company and conditions granted them in consequence by the Nabob Jaffer Ally Cawn, Sujah al

Artikelen, goedgekeu'rd by d'Ondergeteekende Gedeputeerde aangesteld van den Directeúr en Raad der Nederlandsche Oost Indische Comp: in Bengalen, om van wegens voorsz: comp: te worden nagekomen: als mede voorwaardens Een ingevolge van dien toegestaan door den Nabab Jaffer

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Meulk Behadre, Mahaubut Jung the performance of which said Articles and conditions are at the request of both the contracting parties guaranteed to them respectively by the undersigned President and Council of Fort William.

Alychan Soŭja-ul Molk Beadŭr, de volbrenging der voorsz: artikelen en voorwaardens, is op verzoek bÿ der contracteerende partÿen, gegŭarandeerd door de respective Onderget: President en raad van't fort William.

ARTICLE 1ST.

The Directore and Council shall immediately send away from Chinchura and their other Factories all the Europeans they have exceeding the number of one hundred and twenty-five granted them by Treaty: The said men may remain on Board of their Ships at Culpee or Fulta till an opportunity offers of conveying them to Batavia.

ART 1.

Den Directeŭr en Raad van Chinsúra, zúllen onmiddelÿk van Hoŭglÿ en húnne verdere Comptoiren alhier, wegzenden, alle de manschap die't getal van 125, koppen te boven gaat, hún bÿ vorige Tractaten toegestaan: zullende zig deselve op een hŭnner te Culpi of Folta leggende Scheepen zo lang moeten opholden tot dat ze bÿ eene gemackelÿke gelegenheid Bataviawaards kunnen vervoerd werden.

2ND.

That if they have erected any new Fortifications or deepen'd or widen'd their Ditch since the execution of their Treaty with the Nabob they shall be immediately reduced to their former condition.

2.

Dat bÿ aldien ze eenige nieuwe vestingwerken hebben opgeworpen, of hŭnne grachten úÿtgediegt, vergroot of verwÿderd zedert den dag der volvoering van hŭn laast met den Nabab geslotene Tractaat, onmiddelÿk tot húnne vorige staat zullen wederbrengen.

3RD.

That if they have augmented their number of Guns or their

3.

Dat ingevalle zÿ't getal van hŭnne canonen of Oorlogsammonitie hebben

quantity of Military Stores beyond what is necessary for the ordinary uses of their Factory the overplus shall immediately be sent away in the same manner as is mentioned in the first Article regarding the men.

vermeerderd boven't geen zijtot 't ordinair gebrúýk in húnne bezittingen benodigt hebben, zý't overschot in zelvervoegen zúllen doen verzenden als bý't eerste artikel ten opzigte der manschap is vermeld.

4TH.

That they shall never suffer more than one Europe Ship at a time to come higher up the River than Culpee, Fulta or Myapore without the express leave of the Nabob first obtained.

4.

Dat ze nooýt zŭllen gedoogen meer dan een Europisch Schip, tegelýk hooger dan Culpi, Folta of Maýapour, te laten opkomen, zonder alvorens daartoe van den Nabab eenè úýtdruckelýke vergŭnning erlangt te hebben.

5TH.

The said Deputies on the part of the said Directore and Council do hereby renew, confirm and ratify all the conditions by them agreed on in the Treaty concluded between the English Commissaries on behalf of the Nabob and the Commissaries on the part of the said Directore and Council the 3rd of December 1759 and more expressly and particularly that part which limits their forces in Bengal to the number of one hundred and twenty-five Europeans.

5.

De voorsz: Gecommitteerdens van wegens den Directeúr en Raad van Chinsŭra, vernieŭwen, bevestigen en ratificeeren mits deezen alle de voorwaardens bý́en aangenomen in't Tractaat, gesloten tŭsschen de Engelsche Commiss: als mede den Nabab tereene, en den Directeúr en Raad van Houglý ter andere zýde, ó́p den 3 Xber 1759 en in't bý́zonder dat gedeelte welk de Militaire Magt in Bengale op 125 Europeesen bepaalt.

6TH.

The said Directore and Council shall now and at all times

6.

De voorsz: Directeúr en Raad zúllen nú en ten allen týden, wan

BENGAL. No. V.

when the Nabob may require it permit an officer of his together with an English officer to review the men and Military Stores in Chinchura and their other Factories. Or if any other means can be agreed on between the Governor and Council of Fort William and the Directore and Council of Chinchura whereby the number of the men and the quantity of Military Stores may be ascertained to the satisfaction of the said Governor and Council of Fort William so as that they may be enabled to answer to the Nabob as Guarantees for the Security of his Country. In such case the Nabob will not insist upon the review.

neer 't de Nabab mogte requireeren toestaan dat een zÿner Officieren verzeld met Engelsen, eenen der hŭnne Manschap en Oorlogs voorraad te Chinsŭra en verdere Comptoiren overzien. Of indien men tusschen den Goúyerneúr en Raad van't Fort William en den Direceúr en Raad van Chinsŭra, door eenige andere middelen kan overeenkomen, waardoor den Goúverneúr en den Raad van't Fort William konde tot deszelfs genoegen verzekert werden van't getal húnner manschap, en de hoeveelheid van derzelver krÿgsvoorraad, en Zÿals vermiddelaar mogten & mogende wezen, den Nabab een voldoende antwoord te geven, omtrend de veiligheid van zÿn land, dat alsdan in een alzúlk geval de Nabab niet zoúde op de mostering insteeren.

7TH.

The Nabob's Duan Ray Rayen Ameed Ray on the behalf of the Nabob solemnly engages to the said Directore and Council that on their complying with the before going conditions they shall hereafter be supported in all their Rights, Liberties and Prerogatives in Trade as granted them by the Phirmaunds of the Mogul.

7.

De Nababs Duwan Raaÿ Raaÿaan Ameed Raaÿ verbind zig pligtelÿk van wegens den Nabab, aanden voorgemelden Directeur en Raad, dat zodra zÿzig de voorengenoemde voorwaarden hebben onderworpen, in alle húnne reglen, Vrÿ Heiden en Prerogativen, hún bÿ Firmaans van de Mogol verleend, zúllen werden ondersteŭnd.

8TH.

That they shall in future be burthen'd with no new or unusual Taxes or Contributions whatsoever, and particularly that they shall be freed from the payment of the sum exacted from them for some years past by the Subah of Patna under the title of Peshcush due for the priviledge of the Trade of Salt Petre; it not being just that the said Directore and Council should continue to pay for a priviledge that they do not now hold.

8.

Dat zÿ in den aanstaande, met geene nieuwe of ongewone geld afperssingen hoe genaamt, zullen werden beladen, en voor namentlÿk dat ze zúllen bevrÿd zÿn van de betaling eener Somma, hun eenige jaaren geleden door den Soúba van Patna voor de privilegie van den Salpeter handel, onder den naam van Peeskes afgeeischt, dóor dien't niet billÿk zŏude zÿn dat gemelde Directeur en Raad zoude continueĕren te betalen voor een privilegie dat Zethans niet meer behouden.

9TH.

That they shall have a free and uninterrupted passage for their Ships and Vessels in the River with the exception mentioned in the 4th Article, as also for their Oxen, Carts, Cooleys, Peons, Cossids, &c., by land to their usual destin'd Place with the Seal of the Company and that of the Directore or Chiefs or other Servants properly qualified without being subject to any impositions from any Phousdars, Jaguerdars, Chowkeydars, Droghers or other Officers of the Government.

9.

Dat ze voorhúnne Scheepen en vaartuÿgen zullen hebben een vrÿe en ongehinderde doortogt, egter met deeze ŭÿtzondering als bÿ't vierde artikel vermeld staat, zo-mede over land, voor húnne ossen, karren, coúlÿs, pions, casseds na húnne gewoonlÿke bestemde plaatsen gaande, mits voorzien zÿnde met 't zegúl van de compt: en dat van den Directeur opperhoofden of andere daartoe geqŭalificeerde Dienaren, zondereenige belasting van faúsdaars, Jagierdaars, Choúkidaars, Derrogas of andere officieren van de Regeering, onderhevig te zÿn.

10TH.

That in consequence of the several Phirmaunds by them

10.

Dat ingevolge van verscheide door hún verkregene Firmaans, den

BENGAL. No. V.

obtained: The Dutch East India Company's Trade in the Provinces of Bengal, Bahar and Orixa shall be free and uninterrupted in all Articles whatsoever, excepting the purchase of Salt Petre of which the Nabob has granted to the English the Exclusive Priviledge.

handel van de Nederlandsche Oost Indische Comp: in Bengalen, Behaar en Orixa, vrÿ en ongestoord, in alle artikelen hoegenaamt, zal worden gedreven, uÿtgenomen den Salpeter in zaam, welk voorregt den Nabab aan d'Engelsen met uÿtsluÿting van alle andere heeft toegestaan.

11TH.

That the Nabob will order the account of their coinage in the mint at Cariem Abaad to be adjusted and the balance which may appear due to be discharged and that in future their Business in the said Mint shall be carried on without Molestation or hindrance, and the nett produce be delivered without any detention or unlawfull deduction.

11.

Dat de Nabab zal ordre geven om de rekening van hünne verstempeling in de Münt te Carriemabaad effen te stellen, en't Saldo dat blÿven zal hennog te competeeren, ŭÿt te keeren; voorts dat in't toekomende, hünne bezigheden in de voorsz: Münt, vortgang zŭllen nemen zonder eenige de minste molestatie of verhindering, en dat verders 'tnette product, zonder deminste aan of agter houding of aftrekking voortaan zal werden afgelegt.

Done at Fort William, this 23rd of August 1760.

Gegeven in't Fort William, den 23 Augustus 1760.

The above-mentioned Articles having been duly ratified by the Nabob on one part and on the other by the Directore and Council of Chinchura are now sign'd by us the Governor and Council of Fort William as Guarantees.

(Get.) J. P. de WILDE.
„ M. JOH. BACHERACHT.

Adriaan Bisdom, directeur van wegens de Edele Nederlandsche Oost Indische Maatschappÿ in Bengalen, Behaar en Orixa benevens den Raad doen te weeten, aan

allen en eeniegelÿk die het angaat of eeniger wyze kan aangaan.

Done at Fort William, this 22*nd day of September* 1760.

(Signed) HENRY VANSITTART.
„ JOHN CAILLAUD.
„ WM. B. SUMNER.
„ T. Z. HOLWELL.
„ W. MCGUIRE.
„ S. VERELST.
„ S. L. SMYTH.
„ CULLING SMITH.

Alzco wy't oorbaar en geraden hebben gevonden eene conventie met zÿn Excellentie den Heere Jaffer Aliechan, Soŭja ŭlmulk Beadŭr, Nawab der Provintien van Bengalen, Behaar'en Orixa &c., &c., &c., aante gaan, door dewelke alle zedert eenige tÿd gevezene differenten finaal in der minne mogten vereffent worden, en wÿ weder zouden kúnnen gevoelen de vrŭgten en emolúmenten eenes vrÿen, ongestoorden en onverhinderden handels in deese gewesten, zoveel als't namelÿk doenlÿk is en de tÿds omstandigheden komen te lÿden voorts deeze konventie bÿ wederzÿdse afgevaardigdens voorzien met een ampel bevel, op aag en jaare als daar bÿ vermeld Staat, in de vorenstaande artikelen en konditien, onder den middeling en guarandie des respectiven President en Raad van't Fort William gesloten, ondergeschreven en geteekent is geworden;

En vermits de inhoud van't voorsz: Instrúment dicteerd, dat de acten van ratifikatien van d'eene & d'andere zÿde in goede en behoorlÿke forme zullen worden uÿtgewisseld, binnen de tÿd van twintig dagen te rekenen van den dag der onderteekening; zo is't: Dat we, om overtuÿgende bewÿzen te gëven, van onze opregtheid, en om te voldoen aan'tgeen onze gecommitteerdens voor ons beloofd hebben, de voorsz: conventie in alle haare hoofden, artikelen en voorwaardens generalÿk zo veel in ons is, egter onzer approbatie onzer Heeren en

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Meesters en illibaat den eygendom van derzelver verkregene waare regten, Vryheiden en besittingen alhier, hebben geaggreerd en geratificeerd, gelyk wy, dezelve allises aggreeren en ratificeeren by dezen, belovende ter goeder trouwe en sinceerlyk, dat wy, alle't geene alessis daarin, overeengekomen, gesloten en un by ons geratificeerd is geworden, van point tot point zullen nakomen, onderhouden, en zorge dragen dat by onze onderhorige egalyk, zonder daar tegen te doen direct of indirectelyk op wat wyze en manier 't ook zoude moge wezen g'observeerd worde.

Tot bekragtiging en kondschap van alle het welke hebben wy deeze met onze hand onderteckend, en ons groot zegel daarby doen stellen.

Gegeven binnen't Fort Gustavus, ten onzen Nederlandschen Hoofd Comptoire Hougly in Bengalen dezen 20 September 1760.

Seal.

(Getk.) 1 AN. BISDOM.
(„) 2 R. B. ARMENAULT.
(„) 3 L. ZUYDLAND.
(„) 4 M. TSINCK.
(„) 5 J. L. V. SCHEVICHAVEN.
(„) 6 SN. DEHOOG.
(„) 7 J. C. KIST.
(„) 8 P. W. FALCK.

No. VI.

A TREATY between the NABOB MEER MAHOMED KOSSIM KHAN and the COMPANY.

Company's Seal.

Meer Mahomed Kossim Khan Behauder's Seal.

Two Treaties have been written of the same tenor, and reciprocally exchanged, containing the Articles undermentioned, between Meer

Mahomed Kossim Khan Behauder and the *Nabob Shum's ô Dowla, Governor, and the rest of the Council, for the affairs of the English Company; and during the life of Meer Mahomed Kossim Khan Behauder, and the duration of the factories of the English Company in this country, this Agreement shall remain in force. God is witness between us that the following Articles shall in no wise be infringed by either party:—

ARTICLE 1.

The Nabob, Meer Mahomed Jaffier Khan Behauder, shall continue in possession of his dignities, and all affairs be transacted in his name, and a suitable income shall be allowed for his expenses.

ARTICLE 2.

The Neabut of the Soubahdarry of Bengal, †Azimabad and Orissa, &c., shall be conferred by his Excellency, the Nabob, on Meer Mahomed Kossim Khan Behauder; he shall be invested with the administration of all affairs of the Provinces, and after his Excellency he shall succeed to the Government.

ARTICLE 3.

Betwixt us and Meer Mahomed Kossim Khan Behauder, a firm friendship and union is established; his enemies are our enemies, and his friends are our friends.

ARTICLE 4.

The Europeans and Telingas of the English Army shall be ready to assist the Nabob, Meer Mahomed Kossim Khan Behauder, in the management of all affairs; and in all affairs dependent on him, they shall exert themselves to the utmost of their abilities.

ARTICLE 5.

For all charges of the Company and of the said Army, and provisions for the field, &c., the lands of Burdwan, Midnapore, and Chittagong

* Governor Vansittart.

† Or Behar.

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shall be assigned, and Sunnuds for that purpose shall be written and granted. The Company is to stand to all losses and receive all the profits of these three countries, and we will demand no more than the three assignments aforesaid.

ARTICLE 6.

One-half of the Chunam produced at Sylhet for three years shall be purchased by the Gomastahs of the Company from the people of the Government, at the customary rate of that place. The tenants and inhabitants of those districts shall receive no injury.

ARTICLE 7.

The balance of the former tuncaw shall be paid according to the kistbundee agreed upon with the Royroyan. The jewels which have been pledged shall be received back again.

ARTICLE 8.

We will not allow the tenants of the Circar to settle in the lands of the English Company, neither shall the tenants of the Company be allowed to settle in the lands of the Circar.

ARTICLE 9.

We will give no protection to the dependents of the Circar in the lands, or in the factories of the Company, neither shall any protection be given to the dependents of the Company in the lands of the Circar; and whosoever shall fly to either party for refuge shall be delivered up.

ARTICLE 10.

The measures for war and peace with the Shahzada, and raising supplies of money, and the concluding both these points, shall be weighed in the scale of reason, and whatever is judged expedient shall be put in execution; and it shall be so contrived by the joint councils, that he be removed from this country, nor suffered to get any footing in it. Whether there be peace with the Shahzada or not, our agreement with Meer Mahomed Kossim Khan Behauder, we will (by the grace of God)

inviolably observe, as long as the English Company's factories continue in the country.

Dated the 17*th of the month Sophar, in the* 1174 *year of the Hegira, or the* 27*th September* 1760.

(Sign Manual of Meer Mahomed Kossim Khan.)

This was sealed on the 18th of the month Sophar, in the eleven hundred and seventy-fourth year of the Hegira, and the proposals agreed to.

SUNNUDS GIVING EFFECT TO THE ABOVE TREATY.

1. Sunnud under the Seal of the Nabob Naseer ul Mulck, Imteaz ô Dowla Nesserat Jung Meer Mahomed Kossim Khan Behauder.

To the Zemindars, Canongoos, Talookdars, Tenants, Husbandmen and Chiefs of the villages of the Pergunnah of Burdwan, &c., the Zemindarry of the Rajah Tilluckchund, in the districts of the Soubah of Bengal: Be it known that whereas divers wicked people have traitorously stretched forth their hands to plunder the subjects, and waste the royal dominions, for this reason the said Pergunnah, &c., is granted to the English Company, in part of disbursement of their expenses, and the monthly maintenance of five hundred European horse, two thousand European foot, and eight thousand sepoys, which are to be entertained for the protection of the royal dominions. Let the above officers quietly and contentedly attend and pay to the persons appointed by the English Company the stated revenues, and implicitly submit in all things to their authority. And the office of the Collectors of the English Company is as follows:—They shall continue the zemindars and tenants in their places, regularly collect the revenues of the lands, and deliver them in monthly, for the payment of the expenses of the Company and the pay of the above mentioned forces, that they may be always ready cheerfully and vigorously to promote the affairs of the King. Let this be punctually observed.

Dated the 4*th of the moon Rabbi-ul-Awul,* 1*st Sun, answering to the* 1*st month of the Cautic* 1176, *Bengal style.*

N. B.—Sunnuds for the Chuckla of Midnapore, in the districts of the Soubah of Orissa, and for the Thanna of Islamabad or Chittagong, appertaining to the Soubah of Bengal, are worded as the above.

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2. SUNNUD under the Seal of the NABOB NASEER UL MULCK, &c.

To the Daroga of Chunam, to the Naib of Sylhet: Be it known, that whereas the English Company are constructing a Fort in Calcutta, and meet with great obstacles in finishing that work in the want of stone chunam; for this reason it is ordered, that of whatever quantity of chunam is produced at that place, one-half (the price thereof being received agreeable to the rate of that place) be delivered to the Gomastahs of the English Company, for the term of three years, that no delays may be occasioned in finishing the Fort aforesaid; and the other half is to be sent for the Circar. Let this be punctually observed.

Dated the 4th of the moon Rabbi-ul-Awul, 1st Sun, answering to the 1st of the month Cautic 1176, Bengal style.

No. VII.

ARTICLES of a TREATY and AGREEMENT between the GOVERNOR and COUNCIL of FORT WILLIAM, on the part of the ENGLISH EAST INDIA COMPANY and the NABOB SUJAH UL MULCK, HOSSAM Ô DOWLA, MEER MAHOMED JAFFIER KHAN BEHAUDER, MAHABUT JUNG, 1763.

Company's large Seal.

The Seal of the Nabob Meer Mahomed Jaffier Khan Behauder, Mahabut Jung, &c.

On the part of the Company.

We engage to reinstate the Nabob Meer Mahomed Jaffier Khan Behauder in the Soubahdarry of the Provinces of Bengal, Behar, and Orissa, by the deposal of Meer Mahomed Kossim Khan; and the effects, treasure, and jewels, &c., belonging to Meer Mahomed Kossim Khan, which shall fall into our hands, shall be delivered up to the Nabob aforenamed.

On the part of the Nabob.

ARTICLE 1.

The Treaty which I formerly concluded with the Company upon my accession to the Nizamut, engaging to regard the honor and reputation

of the Company, their Governor and Council, as my own, granting perwannahs for the Currency of the Company's business; the same Treaty I now confirm and ratify.

ARTICLE 2.

I do grant and confirm to the Company, for defraying the expenses of their troops, the Chucklas of Burdwan, Midnapore, and Chittagong, which were before ceded for the same purpose.

ARTICLE 3.

I do ratify and confirm to the English the privilege granted them by their Firmaund and several Husbulhookums, of carrying on their trade by the means of their own dustuck, free from all duties, taxes, or impositions, in all parts of the country, excepting the article of salt, on which a duty of 2½ per cent. is to be levied on the rowana, or Hooghly market price.

ARTICLE 4.

I give to the Company half the saltpetre which is produced in the country of Purnea, which their Gomastahs shall send to Calcutta. The other half shall be collected by my Fouzdar, for the use of my offices; and I will suffer no other person to make purchases of this article in that country.

ARTICLE 5.

In the Chuckla of Sylhet, for the space of five years, commencing with the Bengal year 1170, my Fouzdar and the Company's Gomastah shall jointly prepare chunam, of which each shall defray half the expenses; and half the chunam so made shall be given to the Company, and the other half shall be for my use.

ARTICLE 6.

I will maintain twelve thousand horse and twelve thousand foot in the three Provinces. If there should be occasion for any more, the number shall be increased by consent of the Governor and Council,

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proportionably to the emergency: Besides these, the force of the English Company shall always attend me when they are wanted.

ARTICLE 7.

Wherever I shall fix my court, either at Moorshedabad or elsewhere, I will advise the Governor and Council; and what number of English forces I may have occasion for in the management of my affairs, I will demand them, and they shall be allowed me, and an English gentleman shall reside with me, to transact all affairs between me and the Company, and a person shall also reside on my part at Calcutta to negociate with the Governor and Council.

ARTICLE 8.

The late Perwannahs issued by Kossim Ally Khan, granting to all merchants the exemption of all duties for the space of two years, shall be reversed and called in, and the duties collected as before.

ARTICLE 9.

I will cause the Rupees coined in Calcutta to pass in every respect equal to the siccas of Moorshedabad, without any deduction of batta; and whosoever shall demand batta shall be punished.

ARTICLE 10.

I will give thirty lakhs of Rupees to defray all the expenses and loss accruing to the Company from the war and stoppage of their investment; and I will reimburse to all private persons the amount of such losses, proved before the Governor and Council, as they may sustain in their trade in the country. If I should not be able to discharge this in ready money, I will give assignments of land for the amount.

ARTICLE 11.

I will confirm and renew the Treaty which I formerly made with the Dutch.

ARTICLE 12.

If the French come into the country, I will not allow them to erect any fortifications, maintain forces, hold lands, Zemindarries, &c., but they shall pay tribute, and carry on their trade as in former times.

ARTICLE 13.

Some regulations shall be hereafter settled between us for deciding all disputes which may arise between the English Agents and Gomastahs, in the different parts of the country, and my officers.

In testimony whereof, we, the said Governor and Council, have set our hands and affixed the seal of the Company to one part hereof; and the Nabob aforenamed hath set his hand and seal to another part hereof; which were mutually done and interchanged at Fort William, the 10th day of July 1763.

(Signed) HENRY VANSITTART.
„ JOHN CARNAC.
„ WILLIAM BILLERS.
„ WARREN HASTINGS.
„ RANDOLPH MARRIOTT.
„ HUGH WATTS.

DEMANDS made on the part of the NABOB MEER MAHOMED JAFFIER KHAN, and agreed to by the COUNCIL at the time of signing the Treaty.

ARTICLE 1.

I formerly acquainted the Company with the particulars of my own affairs, and received from them repeated letters of encouragement and kindness, with presents; I now make this request, that you will write in a proper manner to the Company, and also to the King of England, the particulars of our friendship and union, and procure for me writings and encouragement, that my mind may be assured from that quarter, that no breach may ever happen between me and the English, and that every Governor, Counsellor, and Chiefs of the English that are here, or may hereafter come, may be well disposed and attached to me.

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ARTICLE 2.

Since all the English gentlemen, assured of my friendly disposition to the Company, confirm me in the Nizamut, I request that to whatever I may at any time write, they will give their credit and assent, nor regard the stories of designing men to my prejudice, that all my affairs may go on with success, and no occasion may arise for jealousy or ill-will between us.

ARTICLE 3.

Let no protection be given by any of the English gentlemen to any of my dependents, who may fly for shelter to Calcutta or other of your districts, but let them be delivered up to me on demand. I shall strictly enjoin all my Fouzdars and Aumils, on all accounts to afford assistance and countenance to such of the Gomastahs of the Company as attend to the lawful trade of their factories; and if any of the said Gomastahs shall act otherwise, let them be checked in such a manner as may be an example to others.

ARTICLE 4.

From the neighborhood of Calcutta to Hooghly, and many of their Pergunnahs bordering upon each other, it happens, that, on complaints being made, people go against the talookdars, ryots, and tenants of my town, to the prejudice of the business of the Circar; wherefore let strict orders be given that no peons be sent from Calcutta, on the complaints of any one, upon my talookdars or tenants; but on such occasions let application be made to me, or to the Naibs of the Fouzdarry of Hooghly, that the country may be subject to no loss or devastations; and if any of the traders, which belonged to the Bucksbunder and Azimgunge, and have settled in Calcutta, should be desirous of returning to Hooghly, and carrying on their business there as formerly, let no one molest them. Chandernagore and the French factory were presented to me by Colonel Clive, and given by me in charge to Ameer Beg Khan; for this reason let strict orders be given that no English gentleman exercise any authority therein, but that it remain, as formerly, under the jurisdiction of my people.

ARTICLE 5.

Whenever I may demand any forces from the Governor and Council for my assistance, let them be immediately sent to me, and no demand made on me for their expenses.

The demands of Nabob Shujah ul Mulck, Hossam ô Dowla, Meer Mahomed Jaffier Khan Behauder, Mahabut Jung, written in five Articles, We, the President and Council of the English Company, do agree and set our hands to, in Fort William, the 10th of July 1763.

(Signed) HENRY VANSITTART.
" WILLIAM BILLERS.
" JOHN CARTIER.
" WARREN HASTINGS.
" RANDOLRH MARRIOTT.
" HUGH WATTS.

No. VIII.

NABOB MEER MAHOMED JAFFIER ALLY KHAN'S NOTE for Five Lakhs of Rupees per month, for the expenses of the Army, 1764.

Account of money settled for the expenses of the Europeans and Sepoys, the Artillery, and raising of the Cavalry, which shall be paid a month sooner or later, according to the particulars undermentioned, from the beginning of the month Sophar (31st of July 1764) of the 5th year of the reign, till the removal of the troubles with the Vizier, *viz.*:

In the Province of Bengal, at Moorshedabad...	3,00,000
In the Province of Behar, at Patna...	2,00,000
Total, Rs. ...	5,00,000

Written the 19th of Rabbi-ul-Awul, the 5th year of the Jaloos, 16th September 1764.

N. B.—I will include in the aforesaid sum whatever balance may be due from me on account of my former agreement with the Company.

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No. IX.

ARTICLES of a TREATY and AGREEMENT concluded between the GOVERNOR and COUNCIL of FORT WILLIAM, on the part of the ENGLISH EAST INDIA COMPANY and the NABOB NUDJUM UL DOWLA.

On the part of the Company.

We, the Governor and Council, do engage to secure to the Nabob Nudjum ul Dowla, the Soubahdarry of the Provinces of Bengal, Behar, and Orissa; and to support him therein with the Company's forces against all his enemies. We will also, at all times, keep up such force as may be necessary effectually to assist and support him in the defence of the Provinces; and as our troops will be more to be depended on than any the Nabob can have, and less expensive to him, he need therefore entertain none but such as are requisite for the support of the Civil Officers of his government, and the business of his collections through the different districts.

We do further promise, that in consideration the Nabob shall continue to assist in defraying the extraordinary expenses of the war, now carrying on against Shujah ul Dowla, with five lakhs of Rupees per month, which was agreed to by his father; whatever sums may be hereafter received of the King, on account of our assistance afforded him in the war, shall be repaid to the Nabob.

On the part of the Nabob.

In consideration of the assistance the Governor and Council have agreed to afford, in securing to me the succession in the Soubahdarry of Bengal, Behar, and Orissa, heretofore held by my father, the late Nabob Meer Jaffier Ally Khan, and supporting me in it against all my enemies, I do agree and bind myself to the faithful performance of the following Articles:—

ARTICLE 1.

The Treaty which my father formerly concluded with the Company, upon his first accession to the Nizamut, engaging to regard the honor and reputation of the Company and of their Governor and Council as his own, and granting perwannahs for the curreency of the Company's

trade, the same Treaty, as far as is consistent with the Articles hereafter agreed to, I do hereby ratify and confirm.

ARTICLE 2.

Considering the weighty charge of Government, and how essential it is for myself, for the welfare of the country, and for the Company's business, that I should have a person who has had experience therein to advise and assist me, I do agree to have one fixed with me, with the advice of the Governor and Council, in the station of Naib Soubah, who shall accordingly have immediately under me the chief management of all affairs: And as Mahomed Reza Khan, the Naib of Dacca, has in every respect my approbation and that of the Governor and Council, I do further agree that this trust shall be conferred on him, and I will not displace him without the acquiescence of those gentlemen; and in case any alteration in this appointment should hereafter appear advisable, that Mahomed Reza Khan, provided he has acquitted himself with fidelity in his administration, shall in such case be reinstated in the Naibship of Dacca, with the same authority as heretofore.

ARTICLE 3.

The business of the collection of the revenues shall, under the Naib Soubah, be divided into two or more branches, as may appear proper; and as I have the fullest dependence and confidence on the attachment of the English and their regard to my interest and dignity, and am desirous of giving them every testimony thereof, I do further consent, that the appointment and dismission of the Muttaseddees of those branches, and the allotment of their several districts, shall be with the approbation of the Governor and Council; and, considering how much men of my rank and station are obliged to trust to the eyes and recommendations of the servants about them, and how liable to be deceived, it is my further will that the Governor and Council shall be at liberty to object and point out to me when improper people are entrusted, or where my officers and subjects are oppressed, and I will pay a proper regard to such representations, that my affairs may be conducted with honor, my people every where be happy, and their grievances be redressed.

BENGAL. No. IX.

ARTICLE 4.

I do confirm to the Company, as a fixed resource, for defraying the ordinary expenses of their troops, the Chucklas of Burdwan, Midnapore, and Chittagong, in as full a manner as heretofore ceded by my father. The sum of five lakhs of Sicca Rupees per month for their maintenance was further agreed to be paid by my father; I agree to pay the same out of my treasury, while the exigency for keeping up so large an army continues. When the Company's occasions will admit of a diminution of the expenses they are put to on account of those troops, the Governor and Council will then relieve me from such a proportion of this assignment, as the increased expenses incurred by keeping up the whole force necessary for the defence of the Provinces will admit of: And as I esteem the Company's troops entirely equal thereto and as my own, I will only maintain such as are immediately necessary for the dignity of my person and government, and the business of my collections throughout the Provinces.

ARTICLE 5.

I do ratify and confirm to the English the privilege granted to them by their Firmaund and several Husbulhookums of carrying on their trade by means of their own dustuck, free from all duties, taxes or impositions, in all parts of the country, excepting in the article of salt, on which a duty of $2\frac{1}{2}$ per cent. is to be levied on the rowana or Hooghly market price.

ARTICLE 6.

I give to the Company the liberty of purchasing half the saltpetre produced in the country of Purnea, which their Gomastahs shall send to Calcutta; the other half shall be collected by my Fouzdar for the use of my offices; and I will suffer no other persons to make purchases of this article in that country.

ARTICLE 7.

In the Chuckla of Sylhet, for the space of five years, commencing with the Bengal year 1171, my Fouzdar and a Gomastah on the

part of the Company shall jointly provide chunam, of which each shall defray half the expense, and half the chunam so made shall be given to the Company.

ARTICLE 8.

Although I should occasionally remove to other places in the Provinces, I agree that the books of the Circar shall be always kept and the business conducted at Moorshedabad, and that shall, as heretofore, be the seat of my government: and wherever I am, I consent that an English gentleman shall reside with me to transact all affairs between me and the Company, and that a person of high rank shall also reside on my part at Calcutta to negotiate with the Governor and Council.

ARTICLE 9.

I will cause the Rupees coined in Calcutta to pass in every respect equal to the siccas of Moorshedabad, without any deduction of batta; and whosoever shall demand batta shall be punished: The annual loss on coinage, by the fall of batta on the issuing of the new siccas, is a very heavy grievance to the country; and, after mature consideration, I will, in concert with the Governor and Council, pursue whatever may appear the best method for remedying it.

ARTICLE 10.

I will allow no Europeans whatever to be entertained in my service, and if there already be any, they shall be immediately dismissed.

ARTICLE 11.

The kistbundee for payment of the restitution to the sufferers in the late troubles, as executed by my father, I will see faithfully paid. No delays shall be made in this business.

ARTICLE 12.

I confirm and will abide by the Treaty which my father formerly made with the Dutch.

BENGAL. No. X.

ARTICLE 13.

If the French come into the country I will not allow them to erect any fortifications, maintain forces, or hold lands, zemindarries, &c., but they shall pay tribute, and carry on their trade as in former times.

ARTICLE 14.

Some regulations shall be hereafter settled between us for deciding all disputes which may arise between the English Gomastahs and my officers, in the different parts of the country.

In testimony whereof we, the said Governor and Council, have set our hands, and affixed the seal of the Company to one part hereof; and the Nabob before-named hath set his hand and seal to another part.

(A true copy)

(Signed) W. MAJENDIE, *Secretary.*

MEM.—This Treaty was executed by the President and Council of Fort William, on the 20th of February 1765, and by the Nabob, on the 25th of the same month.

No. X.

1. FIRMAUND from the KING SHAH AALUM, granting the DEWANNY of BENGAL, BEHAR, and ORISSA to the COMPANY, 1765.

At this happy time our royal Firmaund, indispensably requiring obedience, is issued; that whereas, in consideration of the attachment and services of the high and mighty, the noblest of exalted nobles, the chief of illustrious warriors, our faithful servants and sincere well-wishers, worthy of our royal favors, the English Company, we have granted them the Dewanny of the Provinces of Bengal, Behar, and Orissa, from the beginning of the Fussel Rubby of the Bengal year 1172, as a free gift and ultumgau, without the association of any other person, and with an exemption from the payment of the customs of the Dewanny, which used to be paid by the Court. It is requisite that

the said Company engage to be security for the sum of twenty-six lakhs of Rupees a year, for our royal revenue, which sum has been appointed from the Nabob Nudjum ul Dowla Behauder, and regularly remit the same to the royal Circar; and in this case, as the said Company are obliged to keep up a large Army for the protection of the Provinces of Bengal, &c., we have granted to them whatsoever may remain out of the revenues of the said Provinces, after remitting the sum of twenty-six lakhs of Rupees to the royal Circar, and providing for the expenses of the Nizamut. It is requisite that our royal descendants, the Viziers, the bestowers of dignity, the Omrahs high in rank, the great Officers, the Muttaseddees of the Dewanny, the managers of the business of the Sultanut, the Jaghirdars and Croories, as well the future as the present, using their constant endeavors for the establishment of this our royal command, leave the said office in possession of the said Company, from generation to generation, for ever and ever. Looking upon them to be assured from dismission or removal, they must, on no account whatsoever, give them any interruption, and they must regard them as excused and exempted from the payment of all the customs of the Dewanny and royal demands. Knowing our orders on the subject to be most strict and positive, let them not deviate therefrom.

Written the 24th of Sophar, of the 6th year of the Jaloos, the 12th of August 1765.

Contents of the Zimmun.

Agreeably to the paper which has received our sign Manual, our royal commands are issued, that in consideration of the attachment and services of the high and mighty, the noblest of exalted nobles, the chief of illustrious warriors, our faithful servants and sincere well-wishers, worthy of our royal favors, the English Company, we have granted them the Dewanny of the Provinces of Bengal, Behar, and Orissa, from the beginning of the Fussul Rubby of the Bengal year 1172, as free gift and ultumgau, without the association of any other person, and with an exemption from the customs of the Dewanny, which used to be paid to the Court, on condition of their being security for the sum of twenty-six lakhs of Rupees a year, for our royal revenue, which sum has been appointed from the Nabob Nudjum ul

BENGAL. No. X. Dowla Behauder; and after remitting the royal revenue and providing for the expenses of the Nizamut, whatsoever may remain we have granted to the said Company.

The Dewanny of the Province of Bengal.
The Dewanny of the Province of Behar.
The Dewanny of the Province of Orissa.

(a.) FIRMAUND from the KING SHAH AALUM for the DEWANNY of the Province of BENGAL, 1765.

At this happy time our royal Firmaund, indispensably requiring obedience, is issued; that, in consideration of the attachment of the high and mighty, the noblest of exalted nobles, the chief of illustrious warriors, our faithful servants and sincere well-wishers, worthy of our royal favors, the English Company, we have granted them as a free gift and ultumgau, agreeably to the Zimmun, from the beginning of Rubby Tuccacooy-ul of the Bengal year 1172, the office of the Dewanny of the Khalsa Shereefa of the Province of Bengal (the Paradise of the Earth), with the conditional jaghire thereof, without the association of any other person. It is requisite that our royal descendants, the Viziers, the bestowers of dignity, the Omrahs high in rank, the great Officers, the Muttaseddees of the Dewanny, the managers of the business of the Sultanut, the Jaghirdars and Croories, as well the future as the present, using their constant endeavors for the establishment of this our royal command, leave the said office in possession of the said Company, from generation to generation, for ever and ever. Looking upon them to be insured from dismissal or removal, they must, on no account whatsoever, give them any interruption, and they must regard them as excused and exempted from the payment of all the customs of the Dewanny and demands of the Sultanut. Knowing our orders on this subject to be most strict and positive, let them not deviate therefrom.

Written the 24th of Sophar, of the 6th year of the Jaloos, the 12th of August 1765.

Contents of the Zimmun.

Agreeably to the paper which has received our sign Manual, we have granted the office of the Dewanny of the Khalsa Shereefa of the

Province of Bengal (the Paradise of the Earth), with the conditional jaghire thereof, as a free gift and ultumgau, to the high and mighty, the noblest of exalted nobles, the chief of illustrious warriors, our faithful servants and sincere well-wishers, worthy of our royal favors, the English Company, without the association of any other person, from the beginning of the Rubby Tuccacooy-ul of the Bengal year 1172.

Fort William, 30th September 1765.

(A true copy)

(Signed) ALEXANDER CAMPBELL, *S. S. C.*

(b.) Similar separate FIRMAUNDS were granted for BEHAR and ORISSA.

2. FIRMAUND from the KING SHAH AALUM, confirming the Grants of BURDWAN and the rest of the COMPANY'S possessions in BENGAL to them, 1765.

At this happy time our royal Firmaund, indispensably requiring obedience, is issued; that the Chucklas of Burdwan, Midnapore, and Chittagong, and also the Twenty-four Pergunnahs of Calcutta, &c., (the zemindarry of the high and mighty, the noblest of exalted nobles, the chief of illustrious warriors, our faithful servants and sincere well-wishers, worthy of our royal favors, the English Company,) which were granted to the said Company in the time of Meer Mahomed Kossim, and Meer Mahomed Jaffier Khan, deceased; we, in consideration of the attachment of the said Company, have been graciously pleased to confirm to them, from the beginning of the Fussul Rubby of the Bengal year 1172, as a free gift and ultumgau, without the association of any other person. It is requisite that our royal descendants, the Viziers, the bestowers of dignity, the Omrahs high in rank, the great Officers, the Muttaseddees of the Dewanny, the managers of the business of the Sultanut, the Jaghirdars and Croories, as well the future as the present, using their constant endeavors for the establishment of this our royal command, leave the said Districts and Pergunnahs in possession of the said Company, from generation to generation, for ever and ever. Looking upon them to be insured from dismission or removal, they must on no account whatsoever give them any interruption, and they must regard them as excused and exempted

BENGAL. No. X.

from the payment of all manner of customs and demands. Knowing our orders on this subject to be most strict and positive, let them not deviate herefrom.

Written the 24th of Sophar, of the 6th year of the Jaloos, the 12th of August 1765.

Contents of the Zimmun.

Agreeably to the paper which has received our sign Manual, our royal commands are issued, that the Chucklas of Burdwan, Midnapore, and Chittagong, and also Twenty-four Pergunnahs of Calcutta, &c., (the zemindarry of the English Company,) which were granted to the said Company in the time of Meer Mahomed Kossim, and Meer Mahomed Jaffier Khan, deceased, be confirmed to the said Company, as a free gift and ultumgau, without the association of any other person.

Chuckla of Burdwan.
Chuckla of Midnapore.
Chuckla of Chittagong.

The Twenty-four Pergunnahs of Calcutta, &c. (the zemindarry of the English Company.)

Fort William, 30th September 1765.

(A true copy)

(Signed) ALEXANDER CAMPBELL, *S. S. C.*

3. ARTICLES of AGREEMENT between the KING SHAH AALUM and the COMPANY.

The Nabob Nudjum ul Dowla agrees to pay His Majesty, out of the revenues of Bengal, Behar, and Orissa, the sum of twenty-six lakhs of Rupees a year, without any deduction for batta on bills of exchange, by regular monthly payments, amounting to Rupees 2,16,666-10-9 per month; the first payment to commence from the 1st of September of the present year: and the English Company, in consideration of His Majesty's having been graciously pleased to grant them the Dewanny of Bengal, &c., do engage themselves to be security for the regular payment of the same. It shall be paid month by month, from the factory at Patna to Rajah Shitabroy, or whomsoever His Majesty may think proper to nominate, that it may be forwarded by him to the

Court. But in case the territories of the aforesaid Nabob should be invaded by any foreign enemy, a deduction is then to be made out of the stipulated revenues, proportionable to the damage that may be sustained.

In consideration of Nudjuf Khan's having joined the English forces, and acted in His Majesty's service in the late war, His Majesty will be graciously pleased to allow him the sum of two lakhs of Rupees a year, to be paid by equal monthly payments: the first payment to commence from the 1st of September of the present year; and in default thereof, the English Company, who are guarantees for the same, will make it good out of the revenues allotted to His Majesty from the territories of Bengal. If the territories of Bengal should at any time be invaded, and on that account a deduction be made out of the royal revenue, in such case a proportionable deduction shall also be made out of Nudjuf Khan's allowance.

Dated the 19*th of August* 1765.
Fort William, 30*th September* 1765.

(A true copy)

(Signed) ALEXANDER CAMPBELL, *S. S. C.*

4. AGREEMENT between the NABOB NUDJUM-UL-DOWLAH and the COMPANY.

The King having been graciously pleased to grant to the English Company the Dewanny of Bengal, Behar, and Orissa, with the revenues thereof, as a free gift for ever, on certain conditions, whereof one is that there shall be a sufficient allowance out of the said revenues for supporting the expenses of the Nizamut: be it known to all whom it may concern, that I do agree to accept of the annual sum of Sicca Rupees 53,86,131-9, as an adequate allowance for the support of the Nizamut, which is to be regularly paid as follows, *viz.* the sum of Rupees 17,78,854-1, for all my household expenses, servants, &c. and the remaining sum of Rupees 36,07,277-8, for the maintenance of such horse, sepoys, peons, bercundauzes, &c., as may be thought necessary for my suwarry and the support of my dignity only, should such an expense hereafter be found necessary to be kept up, but on no account ever to exceed that amount: and, having a perfect reliance on ul Maeen Dowla, I desire he may have

BENGAL. No. XI.

the disbursing of the above sum of Rupees 36,07,277-8; for the purposes before-mentioned. This Agreement (by the blessing of God) I hope will be inviolably observed, as long as the English Company's factories continue in Bengal.

Fort William,
30th September 1765.

(A true copy)

(Signed) ALEXANDER CAMPBELL, *S.S.C.*

No. XI.

ARTICLES of a TREATY and AGREEMENT concluded between the GOVERNOR and COUNCIL of FORT WILLIAM, on the part of the ENGLISH EAST INDIA COMPANY and the NABOB SYEF UL DOWLA.

On the part of the Company.

We, the Governor and Council, do engage to secure to the Nabob Syef ul Dowla, the Soubahdarry of the Provinces of Bengal, Behar, and Orissa, and to support him therein with the Company's forces against all his enemies.

On the part of the Nabob.

ARTICLE 1.

The Treaty which my father formerly concluded with the Company upon his first accession to the Nizamut, engaging to regard the honor and reputation of the Company and of the Governor and Council as his own, and that entered into with my brother, Nabob Nazim ul Dowla, the same treaties, as far as is consistent with the true spirit, intent and meaning thereof, I do hereby ratify and confirm.

ARTICLE 2.

The King has been graciously pleased to grant unto the English East India Company the Dewannyship of Bengal, Behar, and Orissa, as a free gift for ever; and I having an entire confidence in them, and

in their servants settled in this country, that nothing whatever be proposed or carried into execution by them, derogating from my honor, dignity, interest, and the good of my country, do therefore, for the better conducting the affairs of the Soubahdarry, and promoting my honor and interest, and that of the Company, in the best manner, agree that the protecting the Provinces of Bengal, Behar, and Orissa, and the force sufficient for that purpose, be entirely left to their discretion and good management, in consideration of their paying the King Shah Aalum, by monthly payments, as by Treaty agreed on, the sum of Rupees 2,16,666 10-9; and to me, Syef ul Dowla, the annual stipend of Rupees 41,86,131-9, *viz.* the sum of Rupees 17,78,854-1 for my house, servants, and other expenses indispensably necessary; and the remaining sum of Rupees 24,07,277-8 for the support of such sepoys, peons, and bercundauzes as may be thought proper for my suwarry only; but on no account ever to exceed that amount.

ARTICLE 3.

The Nabob Minauh Dowla, who was, at the instance of the Governor and Gentlemen of the Council, appointed Naib of the Provinces, and invested with the management of affairs, in conjunction with Maha Rajah Doolubram, and Juggat Seat, shall continue in the same post and with the same authority; and having a perfect confidence in him, I moreover agree to let him have the disbursing of the above sum of Rupees 24,07,277-8, for the purposes above-mentioned.

This Agreement (by the blessing of God) I hope will be inviolably observed, as long as the English Company's factories continue in Bengal.

Dated this 19*th day of May, in the year of our Lord* 1766.

(Signed) W. B. SUMNER.
„ H. VERELST.
„ RANDOLPH MARRIOTT.
„ H. WATTS.
„ CLAUD RUSSELL.
„ W. ALDERSEY.
„ THOMAS KELSALL.
„ CHARLES FLOYER.

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No. XII.

No. XII.

TREATY with MOBAREK UL DOWLA.

The Company's Seal.

(Signed) E. BABER, *Secretary.*

ARTICLES of a TREATY and AGREEMENT between the GOVERNOR and COUNCIL of FORT WILLIAM, on the part of the ENGLISH EAST INDIA COMPANY and the NABOB MOBAREK UL DOWLA, dated 21st March 1770.

On the part of the Company.

We, the Governor and Council, do engage to secure to the Nabob Mobarek ul Dowla the Soubahdarry of the Provinces of Bengal, Behar, and Orissa, and to support him therein with the Company's forces against all his enemies.

On the part of the Nabob.

ARTICLE 1.

The Treaty which my father formerly concluded with the Company upon his first accession to the Nizamut, engaging to regard the honor and reputation of the Company, and of the Governor and Council as his own, and that entered into with my brothers, the Nabobs Nazim ul Dowla and Syef ul Dowla, the same Treaties, as far as is consistent with the true spirit, intent, and meaning thereof, I do hereby ratify and confirm.

ARTICLE 2.

The King has been graciously pleased to grant unto the English East India Company the Dewannyship of Bengal, Behar, and Orissa, as a free gift for ever; and I, having an entire confidence in them and in their servants settled in this country, that nothing whatever be proposed or carried into execution by them derogating from my honor, interest, and the good of my country, do therefore, for the better conducting the affairs of the Soubahdarry and promoting my honor and

interest and that of the Company, in the best manner, agree that the protecting the Provinces of Bengal, Behar, and Orissa, and the force sufficient for that purpose, be entirely left to their direction and good management, in consideration of their paying the King Shah Aalum, by monthly payments, as by Treaty agreed on, the sum of Rupees two lakhs sixteen thousand six hundred and sixty-six, ten annas, and nine pice—Rupees 2,16,666-10-9; and to me, Mobarek ul Dowla, the annual stipend of Rupees thirty-one lakhs eighty-one thousand nine hundred and ninety-one, nine annas—Rupees 31,81,991-9, *viz.* the sum of Rupees fifteen lakhs eighty-one thousand nine hundred and ninety-one, nine annas—Rupees 15,81,991-9, for my house, servants, and other expenses, indispensably necessary; and the remaining sum of Rupees sixteen lakhs, Rupees 16,00,000, for the support of such sepoys, peons, and bercundauzes, as may be thought proper for my suwarry only; but on no account ever to exceed that amount.

ARTICLE 3.

The Nabob Minauh Dowla, who was, at the instance of the Governor and Gentlemen of the Council, appointed Naib of the Provinces, and invested with the management of affairs, in conjunction with Maha Rajah Doolubram, and Juggat Seat, shall continue in the same post, and with the same authority; and, having a perfect confidence in him, I moreover agree to let him have the disbursing of the above sum of Rupees sixteen lakhs, for the purposes above-mentioned.

This Agreement (by the blessing of God) shall be inviolably observed for ever.

Dated this 21st day of March, in the year of our Lord 1770.

(Signed)	JOHN CARTIER.	(Signed)	JOHN REED.
„	RICHARD BECHER.	„	FRANCIS HARE.
„	WILLIAM ALDERSEY.	„	JOSEPH JEKYLL.
„	CLAUD RUSSELL.	„	THOMAS LANE.
„	CHARLES FLOYER.	„	RICHARD BARWELL.

(A true copy)

(Signed) W. WYNNE, *Secretary.*

BENGAL.
No. XIII.

No. XIII.

TREATY WITH DENMARK, 22nd February 1845.

VI CHRISTIAN DEN OTTENDE

—AF GUDS NAADE—

KONGE til Danmark de Venders og Göthers Hertug til Slesvig, Holsteen, Stormorn, Ditmersken Lauenborg og Oldenborg.

Gjöre Vitterligt At da vi med det Britisk Ostindiske Compagnie ere blevne enige om at afslutte en paa gjensidigen fordeelagtige Grundvolde bygget Tractat angaaende Overdragelsen af vore Etablisementer paa Indiens Fastland til formeldte Compagnie, og dette Qiemed nu er bleven ivœrksat idet en saadan Tractat er bleven afsluttet med Gouverneüren over vore Etablisementer i Indien, Som dertil fra vor-side befuldmœgtiget, og General Gouverneüren over Britisk Indien med Raad paa bemœldte Compagnies Vegne hvilken Tractat der er undertegnet i Calcutta den Toogtyvende Februar dette Aar Ord til andet lyder Saaledes.

Treaty for the transfer of the Danish Settlements on the Continent of India between His Majesty the King of Denmark and the Honorable East India Company, settled by Peter Hanson, Esq., Councillor of State, Governor of His Danish Majesty's Possessions in India, Knight of the Order of Dannebrog, in virtue of powers delegated to him on the 30th September 1841, by His Majesty the King of Denmark, and the Governor-General of India in Council, Lieutenant-General the Right Honorable Sir Henry Hardinge, G. C. B., Governor General of India, the Honorable Frederick Millett, Member of Council, and the Honorable Major-General Sir George Pollock, G. C. B., Member of Council, in virtue of powers delegated to them by the Honorable the Secret Committee of the Court of Directors on the 1st July 1842.

Done in Calcutta, on the 22nd day of February One Thousand Eight Hundred and Forty-five.

In the Name of the Most Holy and Undivided Trinity.

ARTICLE I.

His Majesty the King of Denmark engages to transfer the Danish Settlements on the Continent of India, with all the public buildings

and Crown property thereunto belonging, to the Honorable the British East India Company, in consideration of the sum of 12,50,000 (twelve lakhs and fifty thousand) Company's Rupees, which sum the Honorable the British East India Company engage to pay, on the ratification of the present Treaty, either in Company's Rupees at Calcutta, or by Bills on London at one month's sight in sterling money, at the rate of exchange of two shillings for each Rupee, or in such proportion of Cash or Bills, at the above rate, as may be most convenient to the Danish Government.

ARTICLE II.

The Settlements and Crown property referred to above are:—

I.—The Town of Tranquebar, on the Coromandel Coast, with the districts thereunto belonging, for which an annual sum of 2,500 Gold Pardaux, or about 4,000 Company's Rupees, is to be paid to the Rajah of Tanjore, and the following buildings and Crown property, *viz.*:

A.—Fort Dansborg, with buildings therewith connected, and thirteen Brass Guns mounted on the ramparts, and other stores.

B.—The Government House situated opposite to the Fort.

C.—A country residence for the Governor at the Village of Porreiar.

D.—A Garden, with a bungalow, at the Village of Tittaly, possessed by the Governor.

E.—A building in the Town, with garden adjacent, used as hospital.

F.—A house in the Town occupied by the Medical Officer of the Settlement.

G.—A house and office on the beach for the Master Attendant.

H.—Two brick-built godowns.

Besides public roads, bridges, sluices, a number of fruit and other trees, and all other immoveable Crown property of any description whatever, together with such moveable articles as belong to the public offices, or are destined for public use, the furniture and moveables in the Government House not being herein included.

II.—The Town of Frederiksnagore or Serampore, in the Province of Bengal, comprising 60 biggahs, commonly called Frederiksnagore, and the districts of Serampore, Akna, and Pearapore, for which districts an annual sum of Sicca Rupees 1,601 is to be paid to the

BENGAL. No. XIII.

Zemindars of Sewraphully, for the time being, with the following public property:—

A.—The Government House.

B.—The Secretary's House and Offices.

C.—The Court house, with Jail annexed.

D.—The Church, commonly called the Danish Church.

E.—The Bazar, containing more or less 6 biggahs and 13 cottahs, with a range of godowns on the north side, and two godowns on the west side: the remaining part of the ground being occupied by private godowns, the owners paying an annual ground rent.

F.—Two small brick-built Guard Houses on the banks of the river.

Besides public roads and bridges, a canal from the fields of the Village of Pearapore, through the adjacent villages, to the river, and all other immoveable Crown property of any description whatever, together with such moveable articles as belong to the public offices, or are destined for public use.

III.—A piece of ground at Balasore, formerly a factory, containing 18 biggahs 2 cottahs and 12 chittacks of tenanted ground.

ARTICLE III.

The Church of Zion, and the Mission Churches of Jerusalem and Bethlehem in Tranquebar, the Roman Catholic Church and Chapels at the same place, the Roman Catholic Church in Serampore; the Serampore College and the Serampore Native Hospital having been built, or etsablished by private means, these Churches and Institutions, with all their goods, effects, and property, moveable as well as immovable, are belonging to the respective Congregations, Communities, and Societies, and are not therefore included with the present transfer.

ARTICLE IV.

The inhabitants of the aforesaid Settlements, Europeans as well as Natives, who continue to reside within the Settlements, will be placed under the protection of the general Law of British India, and their religious, personal, or acquired rights, as formerly enjoyed under the Danish Government, will be respected as all rights of person or property are throughout British India.

All suits commenced and pending in the Danish Courts at the time the Treaty comes into force, shall be carried on and decided by the same Law as far as altered circumstances will allow.

The same will be observed in all cases of appeal subsequent to the Treaty, but no complaint or suit which has been finally settled and decided under the Danish Administration, and not appealed in due time under observance of the rules for appeal then in force, shall be deemed appealable; nor shall it be lawful to bring forward again, subsequently to the conclusion of this Treaty, by petition, complaint or otherwise, such cases as have been already finally determined by competent authority.

Article V.

Nothing in the present Treaty shall affect the Trade now carried on, or about to be carried on, by the subjects of His Danish Majesty in the ports of the East Indies, nor shall the Trade be more restricted than it would have been in case His Danish Majesty had continued to possess the Settlements now transferred.

Article VI.

The Church Missionary Board at Copenhagen for the propagation of the Gospel shall be at liberty to continue their exertions in India for the conversion of the Heathens to the Christian religion, and shall be afforded the same protection by the Government of India as similar English Societies under the general Law of the land; the rights and immunities granted to the Serampore College by Royal Charter, of date 23rd of February 1827, shall not be interfered with, but continue in force in the same manner as if they had been obtained by a Charter from the British Government, subject to the general Law of British India.

Article VII.

The Danish Government engage to meet all pensionary claims and engagements connected with the aforesaid Settlements, and the East India Company shall not be liable for any such claims or engagements whatever, with the exception of the yearly payments of the soil to the Rajah of Tanjore, and the Zemindar of Sewraphully, as mentioned in Article II.

BENGAL.
No. XIII.

ARTICLE VIII.

All sums not belonging to the Royal Treasury and under the charge of the Court of Wards or of any of the public functionaries of the Danish Government in their official capacity, shall be received by such Public Officer or Officers as the Governor-General of India in Council may direct, and shall be carried to account and administered by such Public Officer or Officers in the same manner and under the same rules and responsibility as similar property is administered under the general Law of the land.

ARTICLE IX.

The present Treaty of Nine Articles shall be ratified, and the ratifications exchanged in Calcutta within six months from the date hereof, or sooner if possible.

Done at Calcutta on the Twenty-second day of February, in the year of our Lord One Thousand Eight-hundred and Forty-five.

(Signed) P. HANSON. (Signed) H. HARDINGE.
„ F. MILLETT.
„ GEO. POLLOCK.

SAA ville vi have forestaaende Tractat stadfœstet bekrœftet og ratificeret udi alle deus Ord, Punkter Clauseler ligesom vi samme ogsaa herved paa bedste og kraftigste Maade som skee kan for Os og Vore Efterkommere Arvinger og Successerer til den Danske Trone stadfœste bekrœfte og ratificere med vort Kongelige Ord lovende og tilsigende at samme af Os og dem troligen fast og urykkeligt skal vorde overholdt efterkommet og fuldbyrdet.

Til ydermere Bekrœftelse have vi deune Ratification med vor egen haand underskrevet og ladet vort store kongelige Segl samme vedhœnge.

Givet i vor kongelige Residents Stad Kjöbenhavn den Tredivte Mai Aar efter Christi Byrd Eet Tusind Otte Hundred fyrgetyve og fem i vor Regjerings Sjette Aar.

(Signed) CHRISTIAN, R.

(Signed) C. CSARLIEB. Fr. BRANTZ. Fr. SPONNECK.

(Signed) OHSTEN.

The undersigned having met together for the purpose of exchanging the Ratifications of a Treaty between His Majesty the King of Denmark and the Honorable East India Company for the transfer of the Danish Settlements on the Continent of India, with all the Public Buildings and Crown property thereunto belonging, to the East India Company, in consideration of the sum of 12,50,000, twelve lakhs and fifty thousand Company's Rupees, concluded and signed in Calcutta on the 22nd day of February, in the year of our Lord 1845, and the respective Ratifications of the said Instrument having been carefully perused, the said exchange took place this day in the usual form.

In witness whereof they have signed the present Certificate of Exchange, and have affixed thereto the seals of their Arms.

Done in Calcutta, the Sixth day of October, in the year of our Lord One Thousand Eight Hundred and Forty-five.

On the part of the East India Company	(Signed)	T. H. MADDOCK.	Seal.
	„	F. MILLETT.	Seal.
	„	C. H. CAMERON.	Seal.
On the part of His Majesty the King of Denmark	(Signed)	L. LINDHARD.	Seal.

CACHAR.

Rajah Govind Chunder, of Cachar, succeeded his brother, Kishen Chunder, in 1813. In 1818 Cachar was invaded by Marjeet Sing, from Munnipore, and continued to be the arena of contention between the sons of Jai Sing of Munnipore, until the commencement of 1823, when Gumbheer Sing obtained the ascendancy. Soon afterwards the Burmese invaded Cachar, from which they were expelled during the first Burmese War, when the legitimate Rajah, Govind Chunder, was restored by Treaty (No. XIV.)

Rajah Govind Chunder's authority was successfully resisted in the hilly tracts on the north by Toola Ram. This man's father, Kacha Din, had been a khidmutgar in the service of the late Rajah Kishen Chunder. He was appointed to an office in the hills, but rebelled, and was murdered by Govind Chunder. Toola Ram, then a chuprassie in the Rajah's service, fled to the hills, whence every effort of Govind Chunder failed to expel him. In order to terminate a contest so injurious to the welfare of the country, Rajah Govind Chunder was induced to assign to Toola Ram the tract of country in the hills then in his possession.

In 1830 Govind Chunder was assassinated, and there being no descendant, either lineal or adopted, Cachar, with the exception of the hilly tract assigned to Toola Ram, was annexed to the British dominions.

In 1832 Toola Ram was arrested on a charge of murder. It appears he ordered the execution of two men who had attempted his life, but for this act he was not deemed amenable to British jurisdiction, and on 16th October 1834 he entered into an Agreement (No. XV.), in which he resigned the western and retained the eastern portion of his country.

In October 1844 Toola Ram, being stricken in years, transferred the management of his State to his two sons, Nookoolram and Brijnath. Toola Ram died in 1850, and in 1853 Nookoolram was killed in an attack on the Dishomah Nagas, and the country, the Sovereignty of

which had really lapsed on the death of Govind Chunder, was resumed by the British Government. CACHAR.

On the southern frontier of Cachar lies the territory of the Lhooshai Kookees. This tribe is a most warlike one, and in 1848-49 drove up the Kookies from the south into Cachar. The political relations on this frontier were at that time in the hands of Colonel Lister, and this Officer, by a judicious employment of the Kookies as soldiers, and by an expedition undertaken against the Lhooshais to punish them for certain depredations, exerted such a salutary influence over them that they have never given trouble since. The Kookies that were driven into our territories are now comfortably settled within them, and their young men form the Levy, which is an exceedingly useful and cheap body of Military Police in the district. But the Lhooshais are, in their turn, being pressed up northwards by another tribe still more powerful than themselves, called the Pois, who are approaching from the south-east. Several deputations have been sent to us from their Rajahs, praying for assistance in muskets and ammunition, and offering to settle in our territory as subjects. These deputations are ever kindly received, the assistance required consistently refused, but protection offered should they be necessitated to quit their country and flee into ours, on their submitting to our laws. Communication with the Lhooshais is now frequent, Bengalee traders going up to their villages, and returning with ivory and wax in return for salt, clothes, &c. Timber merchants are also now in the habit of employing Lhooshais in felling the trees in their forests, which are floated down the mountain streams to the Barak. This state of things is not of long occurrence, and but a few years ago the southern parts of our plains lived in a constant state of panic, and without any communication with the savages.

The British Government has no treaty with Tipperah.

The Rajah of Tipperah stands in a peculiar position, inasmuch as in addition to the Hill Territory known as "Independent Tipperah," he is the holder of a very considerable Zemindarry in the district of Tipperah in the plains; he receives his investiture from the British Government, and is required to pay the usual nuzzerrana. The succession has been usually determined by the appointment of a

'Joob-Raj' or Heir Apparent, whom the Rajah is considered incompetent to appoint, until he has himself been invested by the British Government. The present Rajah was recognised by the Government in 1849. Independent Tipperah is not held by gift from the British Government or its predecessors, or under any title derived from it or them, never having been subjected by the Mogul.

No. XIV.

TREATY concluded between DAVID SCOTT, ESQUIRE, Agent to the Governor-General, on the part of the HONORABLE EAST INDIA COMPANY and RAJAH GOVIND CHUNDER NARYN, of Cachar, or Herumba.

ARTICLE 1.

Rajah Govind Chunder, for himself and his successors, acknowledges allegiance to the Honorable Company, and places his country of Cachar, or Herumba, under their protection.

ARTICLE 2.

The internal government of the country shall be conducted by the Rajah, and the jurisdiction of the British Courts of Justice shall not extend there; but the Rajah agrees to attend at all times to the advice offered for the welfare of his subjects, by the Governor-General in Council, and agreeably thereto to rectify any abuses that may arise in the administration of affairs.

ARTICLE 3.

The Honorable Company engages to protect the territory of Cachar from external enemies, and to arbitrate any differences that may arise between the Rajah and other States. The Rajah agrees to abide by such arbitration, and to hold no correspondence or communication with foreign powers, except through the channel of the British Government.

ARTICLE 4.

In consideration of the aid promised by the above Article, and other circumstances, the Rajah agrees to pay to the Honorable Company, from the beginning of the year 1232 B. S., an annual tribute of ten thousand Sicca Rupees, and the Honorable Company engages to provide for the maintenance of the Munipoorean Chiefs lately occupying Cachar.

ARTICLE 5.

If the Rajah should fail in the performance of the above Article, the Honorable Company will be at liberty to occupy and attach, in perpetuity, to their other possessions, a sufficient tract of the Cachar country, to provide for the future realization of the tribute.

ARTICLE 6.

The Rajah agrees, in concert with the British local Authorities, to adopt all measures that may be necessary for the maintenance, in the district of Sylhet, of the arrangements in force in the Police, Opium, and Salt Departments.

Executed at Buddeerpore, this 6th day of March 1824, corresponding with the 24th of Fagoon 1230 B. S.

(Signed) D. SCOTT,
Agent to the Governor-General.

Rajah Govindchunder's Seal.

(A true copy)
(Signed) D. SCOTT,
Agent to the Governor-General.

CACHAR.
No. XV.

No. XV.

TERMS of AGREEMENT concluded with TOOLA RAM SEENAPUTTEE, on the 3rd November, under the orders of Government, dated 16th October 1834.

First.—Toola Ram foregoes all claims to the country between the Morihur and Dyung and the Dyung and Keopoli Rivers, from which he was dispossessed by Govind Ram and Doorga Ram.

Second.—Toola Ram is to hold the remainder of the country formerly in his possession, or the tract of country bounded on the west by the Dyung River, and a line to be determined hereafter, drawn from the Baree Ford or the Dyung to a point on the Jumoona River, between the cultivation of Seil Dhurmpore and of Duboka and the Hajaee (excluding the two latter). By the Jumoona and Dyung Rivers north, by the Dunsira River east, and to the south and south-west by the Naga Hills and Mowheir River, and he agrees to hold the above tract in dependence on the British Government, and to pay a yearly tribute* for their protection, of four pairs of elephants' teeth, each pair to weigh thirty-five seers.

Third.—Toola Ram, during his life, shall receive from the British Government a stipend of fifty Rupees a month, in consideration of the foregoing Cessions and these Agreements.

Fourth.—The British Government shall have the right of placing Military posts in any part of Toola Ram's country, and should there be occasion to march troops through it, Toola Ram engages to furnish them with all the requisites of carriage and provisions in his power, he being paid for the same.

Fifth.—All petty offences committed within Toola Ram's country he shall take cognizance of, and do justice according to the custom of the country, but all heinous crimes shall be transferred to the nearest British Court, and Toola Ram engages to bring such to notice, and endeavor to apprehend the offenders.

Sixth.—Toola Ram shall not establish any custom chowkies on the rivers forming the boundaries of his country.

Seventh.—Toola Ram will not commence any military operations against neighboring Chiefs without permission of the British Government, and in case of being attacked, he shall report the same and

* This was subsequently commuted to a money tribute of Rs. 490 a year.

be protected by British troops, provided the British Authorities are satisfied that the aggression has been unprovoked on his part.

Eighth.—Ryots shall not be prevented from emigrating to, and settling on, either side of the boundary they may prefer.

Ninth.—In case of failing to abide by these conditions, the British Government shall be at liberty to take possession of my country.

(Signed) TOOLA RAM SEENAPUTTEE.

Witnesses.

BAPOOR RAM MUNTREE,
Burrah Phookan.

HABEERAIN MOZOOMDAR,
Bowoah.

MADHORAIN RAJAH KHON.

(Signed) FRANS. JENKINS,
Agent to the Governor-General.

JYNTIA AND COSSIAH HILL TRIBES.

THE Cossiah and Jyntia Hill Territory is administered by an Assistant attached to the Assam Commission. The value of the export and import trade of the country with Assam is about Rupees 30,000 a year; and with the Bengal Plains about 10½ lakhs, the exports being 7 lakhs. The total revenue from land and taxes in 1857 amounted to Rupees 23,023.

The first Treaty (No. XVI.) with Jyntia was concluded in 1824. The Rajah Ram Sing rendered no assistance during the Burmese war, but his country was taken under protection, and the Rajah agreed to acknowledge allegiance to the British. In 1835 it having been proved that the Rajah Raj Indro Sing, while heir apparent, had, in 1832, connived at, if he had not actually ordered, the kidnapping of four British subjects for the purpose of human sacrifice, Government confiscated his possessions in the Plains, and the Rajah voluntarily surrendered his possessions in the Hills, and accepted a pension of Rupees 500 a month.

The population of the Jyntia Hills is about 40,000 souls, and of the Cossiah Hills about 82,400.

The Cossiah States are twenty-five in number, of which five* are commonly called the "Semi-independent States." The Chiefs exercise civil and criminal jurisdiction over their own people in all matters pertaining exclusively to them. With exception of Cherra Poonjee and Khyrim the British Government has no formal agreement with the Chiefs of any of these five States, but the Chiefs have always been required to deliver up criminal refugees, and to obey all the mandates of the British Government, and it has been the invariable practice to treat them all in the same manner as the Cherra Rajah is treated.

* 1. Cherra Poonjee.
2. Khyrim.
3. Nusting.
4. Sungree.
5. Nuspoong.

The Treaty (No. XVII.) with the Cherra Rajah, Dewan Sing, was concluded on 10th September 1829, and on the same date the Rajah

ceded (No. XVIII.) land for the station of Cherra Poonjee in exchange for an equivalent in the Sylhet Zillah.

In the same year an Engagement (No. XIX.) was made with the Sirdars of Byoung Poonjee, by which they bound themselves to be subject to Dewan Sing.

In 1830 his nephew and successor, Soobha Sing, ceded (No. XX.) additional land for the Station of Cherra Poonjee, and in 1840 Soobha Sing gave prepetual leases (Nos. XXI. and XXII.) to the British Government of the Coal Hills at Cherra Poonjee, and Byoung Poonjee. Soobha Sing was succeeded by Ram Sing, who, on 16th May 1857, signed an Agreement (No. XXIII.) confirming the engagements of his predecessors.

On the death of Sing Manic, Rajah of Khyrim, his grand nephew, Rabbon Sing, was elected by the Chiefs and Elders of the country, and the election was confirmed, and an Agreement, the same as that executed by the Nungklow Chief (*See* No. XXVI.), was taken from Rabbon Sing.

The minor States, known as the "Dependent States," are twenty* in number. The chief of these is the State of Nungklow.

* 1. Nungklow.
2. Moleem.
3. Murriow.
4. Ramrye and Mowlie.
5. Cheyla.
6. Dowarrah Notoormen.
7. Mowseuram.
8. Mowdun Poonjee.
9. Mahram.
10. Mullai Chummut.
11. Bhawul.
12. Seenai Poonjee.
13. Lengkhan Poonjee.
14. Mowyang.
15. Nobo Sopho.
16. Jeerung.
17. Syung.
18. Moflong Poonjee.
19. Mowlong Poonjee.
20. Lyksom Poonjee.

NUNGKLOW.

A Treaty (No. XXIV.), with a view to open up communication between Sylhet and Assam, was formed in 1826 with Rajah Teerut Sing, by which the Rajah, on receiving the protection of the British Government, voluntarily surrendered his independence.

In 1829 Teerut Sing was prominently concerned in the massacre of two British Officers, with about sixty native subjects. Hostilities ensued, and after a harassing war with the Hill Chiefs, most of whom joined Teerut Sing, the Rajah surrendered. He was imprisoned for life in the Dacca jail, and Government conferred the Chiefship on his nephew Rujun Sing, who was installed on 29th March 1834, and with whom a new Engagement (No. XXV.) was made.

JYNTIA AND COSSIAH HILL TRIBES.

Rujun Sing became deeply involved in debt, and abdicated in favor of Jeedar Sing, on condition of his debts being paid, and a stipend being allowed him.

Jeedar Sing died in 1856, and the succession was disputed between Rujun Sing and Bur Sing, a distant collateral relation of Jeedar Sing in the female line. Rujun Sing died before the dispute was settled, and as Bur Sing was considered to have no claims of family, and was objected to by many of the Sirdars, Government resumed the country. The Home Government, however, disapproved of the resumption, and directed that a Chief should be chosen by the assembled Muntrees and heads of clans. The choice fell on Bur Sing, and the Chiefship was conferred on him and his lineal heirs for ever, subject to certain conditions (No. XXVI.)

MOLEEM.

After the conquest of the Moleem country in 1829, the Rajah Bur Manick, then called Rajah of Khyrim, ceded (No. XXVII.) to the British Government the Territory on the south and east of the Oomean or Boga Panee River. In 1834 a proposal was made to restore this tract to the Rajah, but the proposal was never carried out.

In 1860 the chief men of Moleem presented a petition, complaining against Rajah Hazar Sing. As the Rajah was extremely unpopular, violated the customs of the country, and gave himself up to habitual drunkenness, he was deposed in 1861, and Melay Sing was elected by the Elders and people in his stead. A new Engagement (No. XXVIII.), the same as that with the Nungklow Chief, was taken from Melay Sing.

No Engagements were ever made with Nobo Sopho, Syung, Moflung Poonjee, and Lyksom Poonjee. Engagements were made with Mowyang on 24th June 1829, and with Dowanah Notoormen on 5th January 1833, but no copies of them exist. The Treaties with the other Chiefs are given under Nos. XXIX. to XLII., and also an Engagement with the Elders and Sirdars of Soopar Poonjee, which was conquered in 1829. In 1860, on the succession of Dabhur Sing, Rajah of Bhawul, an Engagement, similar to the Nungklow Agreement, was made with him.

To the west of the Cossiah Hills lies the Garrow Country. The climate of the country is deadly, and we have little intercourse with the Garrows. The Garrows in more immediate relation with us either pay revenue, or tribute in the shape of fines for offences. The others are usually considered independent.

The Garrows were in the constant habit of making predatory incursions upon our frontier villages in the Plains, and decapitating their victims, and carrying off their heads as funeral offerings to their departed Chiefs. It has frequently been found necessary to punish these outrages by sending a military expedition into the country, and by closing the markets in the Plains frequented by the Garrows.

No. XVI.

Treaty with Rajah Ram Sing of Jyntia.

Treaty concluded between David Scott, Esq., Agent to the Governor-General, on the part of the Honorable East India Company, and Rajah Ram Sing, ruler of Jy-Jynteepore of Jyntia.

Article 1.

Rajah Ram Sing acknowledges allegiance to the Honorable Company, and places his country of Jyntia under their protection; mutual friendship and amity shall always be maintained between the Honorable Company and the Rajah.

Article 2.

The internal government of the country shall be conducted by the Rajah, and the jurisdiction of the British Courts of Justice shall not extend there. The Rajah will always attend to the welfare of his subjects, and observe the ancient customs of government, but should any unforeseen abuse arise in the administration of affairs, he agrees to

JYNTIA AND COSSIAH HILL TRIBES.
No. XVI.

rectify the same agreeably to the advice of the Governor-General in Council.

ARTICLE 3.

The Honorable Company engages to protect the territory of Jyntia from external enemies, and to arbitrate any differences that may arise between the Rajah and other States. The Rajah agrees to abide by such arbitration, and to hold no political correspondence or communication with foreign powers, except with the consent of the British Government.

ARTICLE 4.

In the event of the Honorable Company being engaged in war to the eastward of the Berhampooter, the Rajah engages to assist with all his forces, and to afford every other facility in his power in furtherance of such military operations.

ARTICLE 5.

The Rajah agrees, in concert with the British local Authorities, to adopt all measures that may be necessary for the maintenance, in the District of Sylhet, of the arrangements in force in the Judicial, Opium, and Salt Department.

Executed this 10th of March 1824, corresponding with the 28th of Fagoon 1230 B. S., at Rajahgunge.

(Signed) D. SCOTT,
Agent to the Governor-General.

Seal.

Seal and signature of
Rajah Ram Sing of Jyntia.

SEPARATE ARTICLE of the TREATY concluded between the HONORABLE COMPANY and RAJAH RAM SING of Jyntia.

Rajah Ram Sing engages, that to assist in the war commenced in Assam between the Honorable Company's Troops and those of the

King of Ava, he will march a force and attack the enemy to the east of Gowhatty; and the Honorable Company agrees, upon the conquest of Assam, to confer upon the Rajah a part of that Territory proportionate to the extent of his exertions in the common cause.

(Signed) D. SCOTT,
Agent to the Governor-General.

Seal.

Seal and Signature of
Rajah Ram Sing of Jyntia.

No. XVII.

TRANSLATION of ARTICLES of AGREEMENT entered into, in the year 1829, between DEWAN SING, RAJAH of CHERRA POONJEE, and his Ministerial Officers and others, and Mr. DAVID SCOTT, Agent to the Governor-General, North East Frontier.

The Rajah having lost his eye-sight, Soobha Sing, Rajah, has put his mark hereto on the part of Dewan Sing Rajah.

(True copy from the original.)

(Signed) RAJKISSUR MOZIMDAR.

To

THE HONORABLE COMPANY.

No. 5.
Presented at Cherra Poonjee on the 12th September 1829, corresponding with the year 1236 B.S.

The written Agreement of Dewan Sing, Rajah, and the Ministerial Officers and other Cossiahs residing at Cherra Poonjee, executed in the present English year 1829, to the following purport:—

We acknowledge our subjection to the Honorable Company with the object of having our country protected, and enter into this Deed of

JYNTIA AND COSSIAH HILL TRIBES. No. XVII.

Agreement to the effect that we hereby place our territory under the protection of the Honorable Company.

1*st.*—We are to conduct the affairs of our country in concert with the Ministerial Officers according to former usages and customs, keeping the people pleased and contented, and to have no concern in such matters with any of the Honorable Company's Courts; but should any person, who has committed any wrongful act in the Government territories, come to our country, we will, on demand, immediately apprehend him and deliver him up.

2*nd.*—If we should have any disputes with the Rajahs of other countries, which it may be deemed proper to investigate, we will abide by and submit to any judgment that may be given on the part of the Government, and we will not enter into any quarrels with the Rajahs of other countries without the permission of the Honorable Company.

3*rd.*—If there should be any hostilities in the Hills with the Honorable Company, we will immediately proceed there with our forces, and render assistance to the Government.

Mr. David Scott, Agent to the Governor-General, hereby promises that your territory will be properly protected on the part of the Government, if you act according to the aforesaid conditions; and if any quarrels should arise between you and the Rajahs of other countries, they will be disposed of and settled, and you will receive a fitting reward for the services referred to. To which purport this Agreement is executed by both parties.

Dated the 10*th September, corresponding with the* 26*th Bhadro* 1236 *B. S.*

(Signed) W. CRACROFT,
A. A. G. G.

No. XVIII.

TRANSLATION of an AGREEMENT executed in the year 1829, by DEWAN SING, Rajah of Cherra Poonjee.

The Rajah having lost his eye-sight, Soobha Sing, Rajah, has put his mark hereto on the part of Dewan Sing, Rajah.

(True copy from the original.)

(Signed) RAJKISSUR MOZIMDAR.

To

MR. DAVID SCOTT,

Agent to the Governor-General.

No. 6. Presented at Cherra Poonjee on the 12th September 1829, corresponding with the year 1236 B. S.

The written Agreement of Dewan Sing, Rajah of Cherra Poonjee, executed in the present English year 1829, to the under-mentioned effect:—

Some land having been required of me for erecting Government edifices and for gentlemen to build houses on, I voluntarily cede this land, and enter into the following Agreement:

1*st.*—For the erection of these buildings, &c., I have given up some land in a place to the east of Cherra Poonjee, bounded on one side by the dell or below the rest of the valley, and on the other by the Seit Oodoi River, where bamboos have been put upon the part of Government; and if more land is required, it will be furnished to the east of that spot: but in exchange for as much land as I may give up altogether in my territory, I am to receive an equal quantity of land in the vicinity of Punduah and Company-Gunge, within the boundary of Zillah Sylhet.

2*nd.*—I am to establish a Haut in Mouzah Burryaile, on a spot of ground that I have purchased, pertaining to the aforesaid Zillah, and I am always to manage the Haut, and to make investigations there according to the customs of my country; and in such matters I am to have nothing to do with the Honorable Company's Courts. This place is moreover to be transferred from the aforesaid Zillah, and made over, as a rent-free grant, to my Cossiah territory; and if any person who has committed a wrongful act in the Government

territories should come and stay on this land belonging to me, I will apprehend him and deliver him up on demand.

3*rd*.—Wherever limestone may be found on the Cherra Poonjee Hills, in my territory, I will allow the Government to take it gratis when required for their own use.

4*th*.—If any quarrels and disturbances should take place between Bengalees themselves, it will be necessary for you to investigate them, and I am to investigate disputes occurring between Cossiahs. Besides which, if any dispute should occur between a Bengalee and a Cossiah, it is to be tried in concert by me and a gentleman on the part of the Honorable Company. To which purport, I have executed this Agreement.

Dated the 10*th September, corresponding with the* 26*th of Bhadro* 1236 *B. S*

(Signed) W. CRACROFT,
A. A. G. G.

No. XIX.

TRANSLATION of an AGREEMENT executed in the year 1829, by OOJOY, MON SING, and other residents of Byrung Poonjee and its dependant villages.

(Signed) OOJOY COSSIAH.
„ MON SING.
„ JEERKHA COSSIAH.
„ RAM SING.
„ KONRAI.
„ RAMRAI.

To

THE HONORABLE COMPANY.

No. 17.
Filed at Gowhatty, 5th December 1829.

The written Agreement of Oojoy and Mon Sing, residents of Byrung Poonjee, Jeerkha and Ram Sing, residents of Oomtheelay Poonjee, and Kollaprai and Ramrai, residents of Eamdah Poonjee, executed in the English year 1829 to the following purport:—

We have no faith in the Cossiah Mountaineers, who have taken up arms against the Government, and having therefore joined the Honorable Company, enter into this Agreement to this effect.

1*st.*—That we have not made war with the Government, nor will we ever enter into hostilities with the people on the part of the Honorable Company, and we will apprehend and deliver up any Cossiahs who have absconded, and regarding whom proclamations have been issued, if they should come into our territory.

2*nd.*—That if we should find any proclaimed persons who have absconded, and fail to apprehend and deliver them up, or conceal them, and this should be proved, we will make no objection to our villages being burnt. Dated in the English year 1829, 2nd N. (November seemingly, judging from the year mentioned.)

We further state that we will obey the orders of Dewan Sing, Rajah of Cherra Poonjee, and will never do any thing without his sanction.

(Signed) W. CRACROFT,
A. A. G. G.

No. XX.

TRANSLATION of an AGREEMENT executed by SOOBHA SING, RAJAH, and the OFFICERS, SIRDARS, and other COSSIAHS of Cherra Poonjee in the year 1830.

(Signed) SOOBHA SING, RAJAH,
And others of the 12 *Tribes,*
Sirdar Cossiahs of Cherra Poonjee.

To

THE HONORABLE COMPANY.

The written Agreement of Soobha Sing, Rajah, and the Officers, Sirdars, and other Cossiahs, residing at Cherra Poonjee, executed in the current year 1237 B. S., to the following purport:—

Whereas the locality ceded by Dewan Sing, Rajah, during his lifetime, to the Honorable Company, under an Agreement he furnished for the purpose of erecting buildings on for gentlemen and convalescent persons, is now insufficient for that object in consequence of a great number of Government subjects having resorted to the place, we, therefore, in compliance with the request of Mr. David Scott, Agent

to the Governor-General, cede to the Government, agreeably to the terms of the previous Agreement furnished by the late Rajah, the land lying to the south-east of that place, extending up to the valley and river as specified in the said Agreement, and give this Agreement to the effect that we will abide by and act in accordance to the conditions specified in the late Rajah's Agreement. To which purport we have executed this Agreement.

Dated the 19*th October* 1830, *corresponding with Cartick* 1237 *B. S.*

(Signed) T. C. ROBERTSON,
Agent to the Governor-General.

No. XXI.

TRANSLATION of a LEASE of the COAL HILLS at Cherra Poonjee, given to the BRITISH GOVERNMENT, in the year 1840, by SOOBHA SING, Rajah of Cherra Poonjee.

To

THE POLITICAL AGENT AT CHERRA POONJEE.

A perpetual lease, executed to the following purport, by Soobha Sing, Rajah of Cherra Poonjee:—

I hereby give a perpetual lease, for all future time, of the Hills called Oosider, Ooksan, and Nowkrem, within my territory, pertaining to Cherra Poonjee, where Coal is being worked by the Government, agreeably to the terms mentioned below, which are to be acted up to:

1*st.*—I am to receive taxes from the Government at the rate of one Rupee per hundred maunds for as much Coal as may be broken up in the places mentioned. I will never demand more than this rate, and my Cossiah subjects are not to be prohibited by the Government from working Coal in these localities; they are to work it free of charge, and will settle with me for the taxes on it; but no other person is at liberty to quarry Coal in these places without the sanction of the Government, nor have I the right of granting such permission to any other person.

2*nd.*—The Government can quarry Coal hereafter, whenever they wish to do so, according to the conditions of this pottah, and no new objections will be raised, and if made they are to be rejected.

3*rd*.—Besides the above stated localities, the Government have the right to the Coal in such places in my territory as it may be discovered in, according to the conditions of this pottah, to which effect I have executed this perpetual lease, the 20th April 1840, corresponding with the 9th of Bysack 1247 B. S.

Seal of the Rajah. (Signed) SOOBHA SING, RAJAH.

Witnesses.

SOOMUR SING, *Cossiah, resident of Cherra Poonjee.*
JATTRAH SING, *ditto, ditto ditto.*
CHAUND RAI, *Dubashia, ditto ditto.*
BUNGSEE SING, *Burkundaz of the office.*

No. XXII.

TRANSLATION of a LEASE of the COAL FIELDS of BYRUNG POONJEE, given to the BRITISH GOVERNMENT in the year 1840, by the SIRDARS of that Village, and confirmed by SOOBHA SING, Rajah of Cherra Poonjee.

I, Soobha Sing, Rajah, resident of Cherra Poonjee, having made myself acquainted with the purport of this document, hereby confirm the conditions specified in this pottah, given by the Sirdars of Byrung Poonjee, dated the 20th April 1840, corresponding with the 9th of Bysack 1247 B. S.

Seal of the Rajah. (Signed) SOOBHA SING, RAJAH.

To

THE POLITICAL AGENT AT CHERRA POONJEE.

A perpetual Lease, executed to the following purport, by Beerah Sing and Ramrai, Cossiah Sirdars of Byrung Poonjee, belonging to the territory of Cherra Poonjee.

JYNTIA AND COSSIAH HILL TRIBES. No. XXII.

We hereby give a perpetual lease to the Government, for all future time, of the places pertaining to this Poonjee, where Coal has been found, and those localities where it may hereafter be discovered, agreeably to the terms mentioned below, which are to be acted up to:

1*st.*—We are to receive taxes from the Government at the rate of one Rupee per hundred maunds, for as much Coal as may be broken up in all places belonging to our Poonjee. We will never demand more than this rate, and the Cossiahs of the Poonjee we reside in are not to be prohibited by the Government from working Coal in these localities. They are to work it free of charge, and will settle with us for the taxes on it; but no other person is at liberty to quarry Coal in these places without the sanction of the Government, nor have we the right of granting such permission to any other person.

2*nd.*—The Government can quarry Coal hereafter, whenever they wish to do so, agreeably to the conditions of this pottah, and no new objections will be raised, and if made they are to be rejected.

3*rd.*—Besides the above stated localities, the Government have the right, according to the conditions of this pottah, to those places where Coal may at any time be discovered. To which effect we have executed this perpetual lease, dated the 20th April 1840, corresponding with the 9th of Bysack 1247 B. S.

(Signed) BEERAH SING AND RAMRAI,
Cossiah Sirdars.

Witnesses.

SOOMUR SING, *Cossiah, resident of Cherra Poonjee.*
JATTRAH SING, *ditto, ditto ditto.*
CHAUND RAI, *Dubashia, ditto ditto.*
BUNGSEE SING, *Burkundaz of the office.*

No. XXIII.

TRANSLATION of an AGREEMENT furnished in the year 1857, by RAM SING, Rajah of Cherra Poonjee.

Rajah's Seal. (Signed) RAM SING, RAJAH.

To

THE HONORABLE COMPANY.

The written Agreement of Ram Sing, Rajah, and his Ministerial Officers and Sirdars, and other Cossiahs residing at Cherra Poonjee, executed in the year 1857 to the following purport:—

Having, on the demise of my uncle, the late Soobha Sing, Rajah of this territory, taken his place as his successor, and come into possession of the Raj, I have been required, by the Principal Assistant Commissioner of Cherra Poonjee, to furnish a new Agreement, based on those given by my predecessors; and as all the conditions of the Engagements entered into by my predecessors, the late Dewan Sing, Rajah, on the 10th of September 1829, and the late Soobha Sing, Rajah, on the 19th of October 1830, are acceptable to me, I will act according to them hereafter.

Dated the 16th of May 1857, *corresponding with the 8th of Joisto* 1264 *B. S.*

Written by Bhoyrobnath Dahn.

Presented this day by Radha Kristno Dutt, Mooktiar, and Bhoyrobnath Dahn, on the part of Ram Sing Rajah, with his letter of this date, the 16th of May 1857, corresponding with the 4th of Joisto 1264 B. S.

(Signed) C. K. HUDSON,
Principal Assistant Commissioner,
In charge of Cossiah and Jyntia Hills.

No. XXIV.

ARTICLES of AGREEMENT entered into by MR. DAVID SCOTT, Agent to the Governor-General, on behalf of the HONORABLE COMPANY, and TEERUT SING ASHEMLEE, called the White Rajah, Chief of Nungklow.

ARTICLE 1.

Rajah Teerut Sing, the ruler of Nungklow and its dependencies, with the advice and consent of his relations, dependent Lushkurs and Sirdars in Council assembled, voluntarily agrees to become subject to the Honorable Company, and places his country under their protection.

ARTICLE 2.

The said Rajah agrees to give a free passage for Troops through his country to go and to come between Assam and Sylhet.

ARTICLE 3.

The Rajah agrees to furnish materials for the construction of a road through his Territories, receiving payment for the same, and after its completion, to adopt such measures as may be necessary to keep it in repair.

ARTICLE 4.

The Agent to the Governor-General agrees, on the part of the Honorable Company, to protect the Rajah's country from foreign enemies, and if any other Chief injures him, to enquire into the facts, and if it appear that he has been unjustly attacked, to afford him due support. The Rajah on his part agrees to abide by such decision, and not to hold any intercourse or correspondence on political matters with any foreign Chief, without the consent of the British Government.

ARTICLE 5.

The Rajah agrees that, in the event of the Honorable Company carrying on hostilities with any other power, he will serve with all his followers as far to the eastward as Kulliabar in Assam, his men being entitled to receive subsistence money from the British Government when employed on the Plains.

ARTICLE 6.

The Rajah promises to rule his subjects according to laws of his country, keeping them pleased and contented, and carrying on the public business according to ancient custom, without the interference of the British Government, but if any person should commit violence in the Honorable Company's Territory, and take refuge in the Rajah's country, he agrees to seize and deliver them up.

Dated at Gowhatty, this 30*th November* 1826, *corresponding with the* 16*th Aghun* 1233.

(A true translation)

(Signed) D. SCOTT,
Agent to the Governor-General.

No. XXV.

TRANSLATION of the ARTICLES of an AGREEMENT furnished to the GOVERNOR-GENERAL'S AGENT, North-East Frontier, by RUJJUM SING, RAJAH, on his accession to the Raj of Nungklow, on the 29th of March 1834.

To

CAPTAIN FRANCIS JENKINS,

Agent to the Governor-General, North-East Frontier,
On the part of the Honorable Company.

No 30.

The written Agreement of Rujjum Sing, Resident of Nungklow, executed to the following purport:—

The Government having appointed me to the Raj of the late Teerut Sing Rajah, I hereby execute the Articles of Agreement detailed below, and promise never to act in violation of them, and that my Muntrees will also abide by the terms thereof.

1*st.*—That I have no objection to land being taken up by the Honorable Company for the purpose of making a road in any direction chosen between Zillah Sylhet and the Plains or low lands of Assam.

2*nd.*—That I have no objection to bridges, bungalows of sorts, store-rooms, fortifications, and stockades for sepoys being built for the.

JYNTIA AND COSSIAH HILL TRIBES. No. XXV.

Honorable Company, wherever it may be deemed expedient to select sites for them.

3*rd*.—That I and my Muntrees will furnish laborers and workmen for building and repairing the above-mentioned roads, buildings, &c., without objection, whenever they may be required.

4*th*.—That whenever it may be considered expedient to erect any buildings within the country consigned to me by the Government, I and my Muntrees will immediately furnish the under-mentioned materials for them, and we shall not be able to raise any objections about doing so :

LIST OF MATERIALS.—Timbers, stones, slates, lime, fire-wood, and any other articles procurable in the country, will be readily furnished.

5*th*.—That I and my Muntrees will provide shelter and pasturage for any cows, oxen, &c., that the Honorable Company may send into the country, and I will be responsible for any losses of these animals.

6*th*.—That if any criminals or convicts should escape from the Honorable Company's territory and come into my country, I will immediately render assistance in apprehending them.

7*th*.—That I will act as stated in the above-mentioned Articles, and if I should do any thing in contravention of them, I and my Muntrees will submit to such fines as the Governor-General's Agent may think proper to impose on us.

8*th*.—That I promise to fulfil the aforesaid stipulations, and am to continue to receive my present monthly stipend of 30 Rupees for one year, as this stipend to me from the Government will enable the people of the country to settle down again in it comfortably, without being pressed for any demand. This stipend to me is to cease after the completion of one year, and I am then to make arrangements for myself as formerly.

Dated the 29*th of March* 1834, *corresponding with the* 19*th of Choitra of the Bengal year* 1240.

We, Rai Mon and Oojoor, Residents of Nungbree, Ooram of Myrung, Ootep of Mouther, Ooboo Boshan of Singshang, Oosep Lungdeo of Kenchee, Oophan of Monai, and Omeet of Nongsay, having been

nominated as Muntrees to the Rajah, approve of the Agreement executed by him, and will be responsible for the fulfilment and violation of it.

(Copy)

Seal.

(Signed) H. INGLIS,
Assistant Political Agent,
Cossiah Hills.

No. XXVI.

CONDITIONS imposed upon the RAJAH of NUNGKLOW and his SUCCESSORS.

1. The Rajah is to consider himself under the general control and authority of the Political Officer at Cherra Poonjee, to whom he must refer all disputes between himself and the Chieftains of other Cossiah States; and he is clearly to understand that he holds his appointment under authority from the British Government, which reserves to itself the right of removing him from office, and of appointing another Chieftain in his stead, if he should fail to give satisfaction to the British Government, and to the people of the District.

2. The Rajah must reside in the Nungklow District, and he is to be permitted to decide in open Durbar, with the assistance of his Muntrees, Sirdars, and Elders, according to the ancient and established customs of the country, all civil suits and criminal cases occurring there that are beyond the cognizance of the Police, and in which only the people of the Nungklow District may be concerned. All cases in which Europeans and inhabitants of the Plains or of other Cossiah States are parties, are to be tried by the Political Officer at Cherra Poonjee.

3. The Rajah is to obey all orders issued to him by the Political Officer at Cherra Poonjee, and to make over on demand to the local authorities all refugees and civil and political offenders coming to, or residing in, the Nungklow District.

4. The Rajah is to furnish full information regarding the Nungklow District and its inhabitants, whenever he may be required to do so by Government Officers; to render every assistance in developing

JYNTIA AND COSSIAH HILL TRIBES. No. XXVII.

the resources of the country; to give every help and protection in his power to Government Officials and travellers passing through the country, or to settlers residing there; and to use his best endeavors to facilitate free intercourse and trade between the people of the country and British subjects, and the people of other Cossiah States.

5. The British Government reserves to itself the right of establishing Military and Civil Sanitaria Cantonments and posts in any part of the Nungklow District where they may be required; of occupying rent-free any lands that may be required for these or other Government purposes; and of opening roads in any direction through the country, in which matter the Rajah must render his utmost assistance when requisite.

6. The Rajah must make grants of the waste lands in Nungklow upon the same terms as those that may be adopted at the time being by the British Government in granting out its own waste lands.

No. XXVII.

TRANSLATION of the ARTICLES of AGREEMENT given to the HONORABLE COMPANY by BUR MANICK, Rajah of Khyrim, in the year 1830.

(Signed) BUR MANICK,
Rajah of Khyrim.

To

DAVID SCOTT, ESQUIRE,
Agent to the Governor-General.

My country having been taken possession of by the Honorable Company in consequence of my having made war with them, and thereby caused considerable losses, I now come forward, and placing myself under the protection of the Honorable Company, and acknowledging my submission to them, agree to the following terms as sanctioned by the Presidency Authorities.

1*st.*—I cede to the Honorable Company the lands I formerly held on the south and east of the Oomeeam River, and I promise not to

interfere with the people residing on those lands without the orders of the Agent to the Governor-General.

2nd.—I consent to hold the remaining portion of the territory agreeably to the Sunnud of the Honorable Company as their dependants, and to conduct its affairs according to ancient customs; but I am not at liberty to pass orders in any murder case, without the permission of the Governor-General's Agent, and will report to him any case of this kind that may occur.

3rd.—When any of the Honorable Company's Troops pass through my territory, I will furnish them with such provisions as the country produces, so that they may not be put to any inconvenience, receiving payment for these supplies from Government; and I will construct bridges, &c., when ordered to do so, and am to be paid for the expenses incurred thereon.

4th.—In case of any Hill Chieftains making war with the Honorable Company, I will join the Government Troops with the fighting men of my country, but they are to receive subsistence from the Government.

5th.—I relinquish my former claim regarding the boundary of Desh Doomorooah, and agree to the Afdee Nuddee being the future boundary. I am, however, to be assigned some land near the Sonapore Market for the purpose of trading there.

6th.—I agree to pay a fine of 5,000 Rupees to the Honorable Company, on account of the expenses now and previously incurred by them in the subjugation of my country.

7th.—If Teerut Sing Rajah, who is inimical to the Honorable Company, or any other of his guilty followers, should enter my territory, I will immediately apprehend them and deliver them up, and I promise to produce all criminals who may come and take refuge in my country from any place in the Honorable Company's dominions.

To which effect I have executed this Agreement, on this 15th day of January 1830, corresponding with the 4th of Maugh 1236 B. S.

108373

No. XXVIII.

AGREEMENT with MELAY SING executed in 1861.

No. XXVIII.

I, Melay Sing, Rajah of Moleem, in the Cossiah Hills, having been appointed ruler of Moleem, do hereby agree and promise to conduct myself in the following conditions:—

1*st.*—I consider myself under the general control and authority of the Political Officer at Cherra Poonjee, to whom I must refer all disputes between myself and the Chieftains of other Cossiah States; and I understand clearly that I hold my appointment under authority from British Government, which reserves to itself the right of removing me from office and of appointing another Chieftain in my stead if I be guilty of any misconduct and fail to give satisfaction to the people of the district.

2*nd.*—I must always reside in the Moleem District, and shall decide impartially in open Durbar, with the aidof my Muntrees, Sirdars, and Elders, according to the ancient and established customs of the country, all civil and petty criminal cases occurring there that are beyond the cognizance of the Police, in which only the people of the above district may be concerned. All cases in which Europeans and inhabitants of the Plains, or of the Cossiah States, are parties, are to be tried by the Political Officer at Cherra Poonjee.

3*rd.*—I shall obey all orders issued to me by the Political Officer at Cherra Poonjee, and shall make over, on demand, to the local authorities, all refugees and Civil and Political offenders coming to, or residing in, the Moleem District.

4*th.*—I shall furnish full information regarding the District of Moleem and its inhabitants, whenever I may be required to do so by Government Officers. I shall always endeavor to promote the welfare and happiness of my subjects, and give every help and protection in my power to Government officials and travellers passing through my country, or to settlers residing there; and I shall use my best endeavors to facilitate free intercourse and trade between the people of the country and British subjects, and the people of other Cossiah States.

5*th.*—The British Government reserves to itself the right of establishing Military and Civil Sanataria Cantonments and Posts in any part of the Moleem District where they may be required; of

occupying rent free any lands that may be required for those or other Government purposes; and of opening roads in any direction through the country, in which matter I must render my utmost assistance when requisite.

6*th*.—I shall make grants of the waste lands in Moleem upon the same terms as those that may be adopted at the time being by the British Government in granting out its own waste lands.

Witnesses.

(Sd.) BORJOM MUNTREE, *Of Moleem.* (Sd.) BORKHANA KOONWAR, *Of Cherra Poonjee.*

„ JATA COSSIAH, *Of Mowpen Kerting Poonjee.* „ SOLMUN, *Interpreter.*

No. 122.

In the sitting of Mr. J. B. Shadwell, Officiating Principal Assistant Commissioner.

As this Agreement is presented personally by the party concerned, it is ordered that a copy of it be made in the Agreement Book, and the Agreement be filed with the other papers connected with this.

(Signed) J. B. SHADWELL,
Assistant Commissioner.

Dated 19*th March* 1861, *and* 7*th Chaith* 1268 *B. S.*

No. XXIX.

TRANSLATION of a RECOGNISANCE executed by OOLAR SING, Rajah of Murriow, in the year 1829.

(Signed) OOLAR SING,
Rajah of Mur

To

DAVID SCOTT, ESQUIRE,
Agent to the Governor-General.

Whereas I, Oolar Sing, Rajah of Murriow, formerly conspired against the Honorable Company's people and made war with them, I

JYNTIA AND COSSIAH HILL TRIBES. No. XXX.

now come forward for my own good and give this recognisance, to the effect that I will not again enter into such a conspiracy or quarrel, or make war with the people on the part of the Government, and that if I do so, I shall be liable to such punishment as is usually inflicted on riotous persons.

1*st.*—My country now remains under the control of the Government, and I will keep the people contented, and conduct the Cossiah affairs in the usual way.

2*nd.*—I will investigate such cases as take place in my country according to its established customs; but if any heinous crimes, such as murders, &c., should occur, I will give you information of them, and I will obey and act in other matters according as you may order me to do. To which purposes I hereby give this recognisance, on this 12th day of October 1829, corresponding with the 27th of Assin 1236 B. S.

Witnessed by

RAM SING DUBASHIA, *Resident of Cherra Poonjee*

DEWAN SING DUBASHIA, *ditto ditto.*

No. XXX.

TRANSLATION of an AGREEMENT executed by ZUBBER SING, Rajah of Ramrye, in the year 1829.

(Signed) ZUBBER SING,
Rajah of the Country of Pautan.

No. 14. Filed at Nungklow, on the 21st of October 1829, corresponding with the year 1236 B. S.

The written Agreement of Zubber Sing, Rajah of the territory of Ramrye, executed in the English year 1829, to the following purport:—

I and my subordinate officers and all my people, acknowledging our dependence and subjection to the Honorable Company, promise to obey and act agreeably to such orders as may, from time to time, be passed regarding our country.

1*st.*—Our country having been invaded and taken possession of by the Government troops, in consequence of our people having quarrelled with those of the Government, I promise to realize from my Hill subjects all the expenses that have been incurred thereon.

2*nd.*—I will investigate and decide all petty cases occurring in my country, agreeably to custom, with Punchayets; but I will report all cases of murder that may take place; and when the culprits shall have been apprehended and given up, they will be tried by the laws that are current in the Hills.

3*rd.*—I will not oppress or wrong my people, and will keep them satisfied and contented.

4*th.*—I and my subordinates will never fight or quarrel with the Honorable Company, and if we do so, we shall be punished according to the regulations like other refractory persons.

5*th.*—I will appoint and remove the Lungdeos of my country with your approval and consent, and act in all matters after consulting with the people.

6*th.*—Whenever any hostilities may occur between the Hill people and the Government, I will assist the Government with my troops. To which effect I have executed this Agreement, dated this 27th of October of the present year.

I have filed a separate list of the expenses that I will pay.

(Signed) W. CRACROFT,
A. A. G. G.

No. XXXI.

TRANSLATION of an AGREEMENT executed in the year 1835 by OOAHN SIRDAR, OOKIANG LUNGDEO, OOAHN SIRDAR, and OOMOI SIRDAR, of the district of Ramrye.

No. XXXI.

(Signed) OOAHN SIRDAR,
" OOKIANG LUNGDEO,
" OOAHN SIRDAR,
" OOMOI SIRDAR,
Of the Territory of Ramrye.

To

THE AGENT TO THE GOVERNOR-GENERAL.

No. 34 of 1835, filed 14th February 1835.

The written Agreement of Ooahn Sirdar, Resident of Soojor Poonjee, Ookiang Lungdeo, Resident of Nongklang Poonjee, Ooahn Sirdar, Resident of Khendring, and Oomoi Sirdar, Resident of Oomshem, pertaining to Ramrye, executed to the following purport :—

Having this day attended before the Commanding Officer, Captain Lister, we hereby, of our own free-will and accord, furnish the Agreement detailed in the under-mentioned paragraphs. Dated this 21st of January 1835, corresponding with the 9th of Maugh 1241 B. S.

1*st.*—That we are under the protection of the Government, and acknowledge our submission to them.

2*nd.*—That if any murders or serious cases occur in our country, they will be investigated by the Government, to which we are willing and agreeable, and the punishments awarded, on investigation of such cases, are to be by the Government.

3*rd.*—That if there should be a likelihood of hostilities occurring between us and the people of another State, we will act as the Government may direct; and in the event of our having any quarrel with such foreign people, we will submit to the decision given by the Government.

4*th.*—That our debt to the Government of Rupees 8,485-13-0 (eight thousand four hundred and eighty-five and thirteen annas) is this day remitted, and we agree to pay a sum of 200 Rupees annually in

the month of Kartic, at any place where we may be directed to do so, and on lodgment of the money we will take receipts for it from the Government Authorities.

5th.—That if we act in contravention of the stipulations in the above paragraphs, the Government may do whatever they consider just and proper, and we will make no objection to it. To which effect we have executed this Agreement of our own accord.

Witnessed by
RAM SING, *Jemadar.*
BORJCORAM DUBASHIA.

No. XXXII.

TRANSLATION of an AGREEMENT given to the BRITISH GOVERNMENT by the WAHADADARS or CHIEFS of Cheyla Poonjee, in the year 1829.

(Signed) MISHNEE WAHADADAR,
„ BURSING WAHADADAR,
„ SOOMEN AND OOKSAN WAHADADARS,
Residents of Cheyla Poonjee.

To

THE HONORABLE COMPANY.

The written Agreement of Mishnee, Bursing, Soomen and Ooksan Wahadadars of Cheyla Poonjee and other Villages, twelve in number.

Whereas a disturbance or battle took place in the Hills, and we did not join with the Government or make our appearance, in consequence of which troops were sent to our villages; we now come forward and give this Agreement to abide by the following stipulations:—

1*st.*—That having committed these faults, we agree to pay by instalments to the Government, amongst our twelve villages, a fine of 4,000 Rupees, for the payment of which sum we four persons are responsible.

JYNTIA AND COSSIAH HILL TRIBES. No. XXXIII.

2*nd*.—That from the limestone situated on the banks of the Bogah River, in our territory, we agree to allow the Government always to remove gratis as much as they require, in any locality selected by their officers; but it is not to be taken from any other place.

3*rd*.—That should any persons concerned in any acts in Zillah Sylhet or other places come and take shelter with us, we will immediately deliver them up on their being called for by the Zillah Courts.

4*th*.—That we promise not to dispute or make war with the Honorable Company, or with any of the Rajahs who are in confederacy with the Government.

5*th*.—That if any quarrels should arise between us and the Rajahs alluded to, the Government is to investigate and settle them, and to this effect we have executed this Agreement.

Dated the 3rd September, corresponding with the 19th of Bhadro 1236 B. S.

No. XXXIII.

TRANSLATION of a PETITION of the WAHADADARS of Cheyla Poonjee, to the POLITICAL AGENT of the Cossiah Hills, in the year 1851, soliciting his assistance in causing the attendance, at their Durbars, of persons resisting their authority, and offering to abide by his decisions in appeals preferred to him against their orders, or in complaints made to him against their acts.

Seal of the 4 Wahadadars of Cheyla Poonjee.

(Signed) MISHNEE WAHADADAR,
" BURSING WAHADADAR,
" LARSING AND SONARAI WAHADADAR,
" OOKHANG AND BEEHAI WAHADADAR,
Residents of Cheyla Poonjee.

RESPECTFULLY SHOWETH,

That previous to the occupation of these Hills by the Honorable Company, we were appointed to the offices of the four Wahadadars

of our village of Cheyla Poonjee, and protected the people by conducting enquiries and investigations in our country. That when these Hills afterwards came into the possession of the Honorable Company, we were confirmed in our appointments, agreeably to former custom, with the approval of the late Mr. David Scott, and most efficiently protected the inhabitants, by investigating cases in the country by our own authority; but during the last two or three years, certain Cossiahs of our village, who are unruly, powerful, and evil-advising persons, have formed themselves into a party to carry out their own purposes, and are oppressing and harassing some of the poor Cossiahs, and if they complain, and we send for these persons through our officers, they openly resist our authority and assault them, besides making various remarks about us. When we also summon defendants in cases under trial before us, these violent individuals screen them, and in resistance of orders beat our men and snatch away the defendants from them; thus causing great annoyance to the poor people under our control, which we have frequently complained of to you by petitions; and the individuals of this party who harass the poor people in this manner are, moreover, not unknown to you. It is besides probable that unless this faction is put down, serious affrays and murders may hereafter occur, attended with ruination to our country, which it will be difficult for us to account for to you, and we shall be punished by Providence if the poor are violently oppressed by such persons of our village as have numerous friends and relatives, and we, as rulers of the country, do not redress their grievances. But as the calamities of our poor people cannot be removed, or the country rendered tranquil without your assistance, we therefore throw ourselves on your protection, and voluntarily present this petition, soliciting that the persons under our control, who resist our officers, may be tried by you, and that you will, on our solicitation, grant us your help to bring to our Durbars all such persons as pertinaciously refuse to attend there when we send for them; and if any persons who are dissatisfied with our orders should appeal to you against them, or if we oppress or injure any persons, and they complain to you about it, we will agree to any investigations and orders that you may pass, and will never act in contravention of them, but will obey them without urging any

objections. There is no prospect of relief to our country, unless you so favor us, and in this your power is absolute.

Dated the 30*th of Bysack* 1258 *B. S. (Received* 14*th May* 1851.)

Present: COLONEL LISTER, *Political Agent.*

The request of the Wahadadars is granted, and it is hereby ordered that a Purwannah be written to them, to the effect that if any person hereafter oppresses or injures another, and the person so oppressed complains to the Wahadadars, and the oppressor, when called for by them, obstinately and in disobedience of the Wahadadars' orders refuses to attend at their Durbars, they must send him to Cherra Poonjee with the witnesses to the fact of the opposition made to their authority, and the prosecutor and his witnesses, when proper orders will be passed.

Dated the 16*th May* 1851, *corresponding with the* 3*rd of Jeyt* 1258 *B. S.*

(Signed) F. G. LISTER,
Political Agent.

No. XXXIV.

TRANSLATION of an AGREEMENT given by AHDOR SING, Rajah of Mowsunnam Poonjee, in the year 1831.

(Signed) AHDOR SING, RAJAH.

To

THE AGENT TO THE GOVERNOR-GENERAL,
North-East Frontier.

The written Agreement of Ahdor Sing, Rajah, Resident of Mowsunnam Poonjee, given to the following effect:—

My village having been burnt down on the part of the British Government, and being now a waste, I hereby acknowledge my

submission to the Government, and furnish this Agreement, with the object of again settling on the spot, to the effect that I and my people will re-build and re-occupy the village as subjects of the Government, and will obey such orders as you may, from time to time, issue to us.

That I will take measures for apprehending the enemies of the Government if I should hear of their being in my village or its vicinity, and I will also convey immediate information of the same to Captain Townshend, and if I have no particular news to communicate, I will merely wait on him every month.

That if I violate these Engagements, I will, without any demur, abide by whatever orders you may think proper to pass.

Dated this 17th of December 1831, *corresponding with the 3rd of Pous* 1238 *B. S.*

Witnessed by

DEWAN SING DUBASHIA, *Resident of Cherra Poonjee.*

OOMEE COSSIAH, *ditto ditto.*

No. XXXV.

TRANSLATION of an AGREEMENT given by SONGAPH, Rajah of the district of Mahram, to the POLITICAL AGENT at Cherra Poonjee, in the year 1839.

To

MAJOR LISTER,

Political Agent to the Governor-General,

At his Court House.

I, Songaph Rajah, Resident of the Mahram Country, having wantonly made war against the Honorable Company, and caused great loss of life to their people, and put them to considerable expense, have myself been driven through fear a fugitive to the jungles, and acknowledge having committed great faults; but I now crave an amnesty for the

JYNTIA AND COSSIAH HILL TRIBES.

No. XXXV.

past offences of myself and my Cossiah people, and enter into this Agreement, in the hope of being permitted to remain in my country in the capacity of a Sirdar (Chief) on the following terms.

2*nd*.—That I acknowledge my dependency on the Government, and agree to stay in my country, as a Sirdar (Chief), or as if I have been appointed a Sirdar by the Government. I am, however, to adjudicate, amongst my own people, according to custom, but will not put any one to death.

3*rd*.—That if any of the Government Troops should pass through my country, I will attend and furnish them with such provisions as they may require, receiving payment for the same at the customary rates.

4*th*.—That should any disturbances arise in the Hills, I will, if so ordered, attend with all the Cossiahs of my country, and remain in attendance as long as I may be required to do so, receiving merely subsistence for my people from the Government.

5*th*.—That if any murderers or dacoits should take refuge in my country, I will apprehend them and deliver them up when called on to do so.

6*th*.—That, in atonement for my faults, I promise to pay the Government a total fine of 2,000 Rupees; but I am to lodge this amount within a month from the present date.

7*th*.—That I give Chand Manick Rajah, and Bur Manick Rajah, of Moleem Poonjee, as my securities for the fulfilment of the terms of this Agreement, and I also place at Moleem Poonjee my nephew, Soolong Rajah, who will carry out all orders that may be given at any time regarding my country.

To which end I have executed this Agreement.

Dated this 13*th February* 1839, *corresponding with the* 3*rd Falgoon* 1254 *B. S.*

No. XXXVI.

TRANSLATION of a PERWANNAH issued by the POLITICAL AGENT of the Cossiah Hills, in the year 1852, to OOSEP SING, RAJAH, appointing him DHOLLAH RAJAH of the Mahram Territory.

Seal of Office.

(Signed) F. G. LISTER,
Political Agent.

To

OOSEP SING, DHOLLAH RAJAH,
Resident of Rongthong Poonjee,
in the Mahram Territory.

KNOW HEREBY,

It appears that Oober Sing, Dhollah Rajah of the Mahram territory, having deceased, you requested to be appointed Rajah there, on the ground of the country having been under the control of your uncle, the late Songaph, Dhollah Rajah, your application being supported by a petition from Oomon Muntree, Oolar Sing Rajah, and other persons consenting to it; but final orders were deferred on it, in consequence of Ramsye, Kallah Rajah of Nonglang Poonjee, in that territory, having set up a claim founded on the right of his uncle, the late Ram Sing, Kallah Rajah, to which Oojeet Lungdeo, Ooksan Sirdar, and certain other persons signified their assent in a petition they presented. As you and Ramsye Rajah, have, however, this day come to an amicable arrangement, and filed a deed of compromise to the effect, that of the two Kallah and Dhollah Rajahs of Mahram, the Kallah Rajah is to be subordinate to the Dhollah Rajah, and the investigations connected with the duties of the Raj are to be conducted by them together in consultation, and the profits derived therefrom are to be enjoyed by them both, and as you have therein stated that you are to be Rajah in the place of the aforesaid Dhollah Rajah, retaining the said Ramsye Rajah as your subordinate, and investigating and deciding cases occurring in the country in concert and consultation with him, which are otherwise to be considered null and void, and the aforementioned Ramsye Kallah Rajah has expressed his

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No. XXXVII.

willingness to remain as your subordinate, and according to former custom to investigate and decide cases taking place in the country in company and consultation with you, the decisions being invalid, unless so conducted, &c., besides which, you two persons are, agreeably to previous practice, to enjoy the profits derived from the country, and to share the losses incurred therein, and as you have assented to the above stated terms, and requested that a Perwannah may be given to you, appointing you as Rajah in accordance therewith, you are, therefore, informed that you are hereby appointed Rajah in the room of the Dhollah Rajah of the territory of Mahram, and it will be your duty to conduct investigations and give decisions there as stipulated in the deed of compromise, and according to your own sense of proper justice, retaining Ramsye Kallah Rajah as your subordinate, and both of you acting together and in consultation to do what is incumbent on you. You will, moreover, obey all orders that may be issued to you, from time to time, on the part of the Honorable Company, without delay, observing the terms agreed on in the deed of compromise referred to.

Dated the 28th of September 1852, *corresponding with the 14th of Assin* 1259 *B. S.*

No. XXXVII.

TRANSLATION of a RECOGNIZANCE executed by OOKSAN and OOAHNLOKA, Rajahs of Mullai Poonjee, in the year 1832.

(Signed) OOKSAN RAJAH.
„ OOAHNLOKA RAJAH.

To

THE AGENT TO THE GOVERNOR-GENERAL.

We, Ooksan Rajah and Ooahnloka Rajah, Residents of Mullai Poonjee, having this day appeared before Mr. Harry Inglis, on the bank of the Jadookata River, do, of our own accord and free-will, execute this Recognizance as detailed in the following paragraphs, and we will

be responsible for the violation of any of the terms thereof, and will obey the orders of the Gentlemen.

1*st.*—That if any Cossiahs kill, or otherwise harm or injure, any of the Honorable Company's people within the Dholai River on the west, and the Khagoorah Churrah on the east, we will immediately produce the guilty persons and make reparation for the losses sustained.

2*nd.*—That we promise not to give shelter, assistance, or provisions to the enemies of the Honorable Company, and if we should obtain any information regarding them, we will send notice of the same to the Government Officers through the Dooahradars.

3*rd.*—That we will not allow the enemies of the Government to come to our bazaar of Nokhoreeah Burtikrah when it is re-opened.

4*th.*—That whenever we are summoned by the Gentlemen, we will present ourselves as soon as we receive the written order to attend, and if we infringe these terms we will abide by any orders that may be passed by the Gentlemen. To which end we have hereby executed this Recognizance on this 21st of November 1832, corresponding with the 7th Aghran 1239 B. S.

Witnessed by

MAHOMED ANSOR, *Resident of Mouzah Noigong, Pergunnah Mahram.*
BOBARAIE, *Resident of Pergunnah Borakheeah, Mouzah Mookeergong.*
BOTTAI DUBASHIA, *Resident of Pergunnah Chorgong.*

No. XXXVIII.

TRANSLATION of a RECOGNIZANCE executed by OOPHAR, Rajah of Bhawul Poonjee, in the year 1832.

Seal of Oophar Rajah.

To

THE AGENT TO THE GOVERNOR-GENERAL.

I, Oophar Rajah, Resident of Bhawul Poonjee, have this day, of my own free-will and accord, and without any compulsion, executed

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this Recognizance before Captain Townshend, at Cherra Poonjee, as detailed in the following paragraphs, and I will be responsible for the violation of any of the terms thereof, and will obey the orders of the Gentlemen.

1*st.*—That if the Cossiahs should kill, or in any way harm or injure, any of the Honorable Company's people within the boundaries of the Ooahn Churrah or Hatee Khedda on the west, and the Dhoolai Nuddee or the west bank of the Dongdongiah on the east, I will immediately produce the guilty persons and make reparation for the losses sustained.

2*nd.*—That I will not give any shelter, assistance, or provisions to the enemies of the Honorable Company, and whenever I may receive any news regarding them, I will send information thereof to the Government people through the Dooahradars.

3*rd.*—That I will not allow any of the Honorable Company's enemies to come to my Ahrung of Seemai when it is re-opened.

4*th.*—That whenever I may be called for by the Gentlemen, I will attend immediately on receipt of the written order to do so, and if I act contrary to the stipulations made in the above paragraphs, I will submit to any orders the Gentlemen may choose to pass. To which end I have executed this Recognizance.

Dated the 11*th December* 1832, *corresponding with the* 27*th Ahgran* 1239 *B. S.*

Witnessed by

GOOPEERAM, *Resident at present at Chattarkonah.*

ASKUR MAHOMED, *Resident of Pergunnah Mahram, Mouzah Noiegong.*

ROHOOMOT DOOAHRADAR, *Resident of Ghaseegong.*

RAMJAN DOOAHRADAR, *Resident of Pergunnah Mahram, Mouzah Kandeegong.*

ROBAIE DOOAHRADAR, *Resident of Chorgong.*

No. XXXIX.

TRANSLATION of a RECOGNIZANCE executed by EEANG COSSIAH, Resident of Seenai Poonjee, AHMOL SING COSSIAH, Resident of Lonkhom Poonjee, and LALOO COSSIAH, Resident of Mowdon Poonjee, in the year 1832.

(Signed) EEANG COSSIAH.
„ AHMOL SING.
„ LALOO COSSIAH.

Guarantee for this Document.

I, Soobha Sing Cossiah, Resident of Tengor Poonjee, give this Recognizance of my own accord, to the effect that I guarantee the fulfilment of these terms, and am responsible for any departure therefrom.

(Signed) SOOBHA SING COSSIAH.

To

THE AGENT TO THE GOVERNOR-GENERAL.

We, Eeang Cossiah, Resident of Seenai Poonjee, Ahmol Sing, Resident of Lonkhom Poonjee, and Laloo Cossiah, Resident of Mowdon Poonjee, having this day presented ourselves before Mr. Harry Inglis, at Chamtollah, do, of our own free-will and accord, execute this Recognizance, to the effect that we will be responsible if any Cossiahs should kill any of the Honorable Company's subjects within Soolmenpore of Chamtollah on the west, and Kesmaicer Gong and Allowkhallee, pertaining to Bahrogong on the east, and if they commit any other aggressions, we will immediately produce the guilty persons.

That we will not give shelter, assistance, or provisions to any of the Honorable Company's enemies, and if we should obtain any information regarding them, we will send notice of the same to the Officers of Government.

That we will not allow any of the Honorable Company's enemies to come to our bazaar of Moudon.

That, whenever we may be summoned by the Gentlemen, we will attend without any demur, and that if we depart in any way from

these conditions, we will abide by any orders that may be passed by the Gentlemen.

To which end we have executed this Recognizance.

Dated this 26th of November 1832, *corresponding with the 12th of Ahgran* 1239 *B. S.*

Witnessed by

PRANKRISTNO SOM, *Resident of Pergunnah Kowreeah, Mouzah Proyahgaymool.*

HAREEPROSAD DASS, *Resident of Kusbeh Sylhet, Mohollah Ahkhobeah.*

DODALCHAND DASS, *Resident of Sylhet, at present at Chattuck.*

No. XL.

TRANSLATION of an AGREEMENT executed in the year 1841, by CHOTA SAHDOO SING, Rajah of the District of Jeerung.

The written Agreement of Chota Sahdoo Sing, Rajah of the territory of Bur Jeerung, Poonjee, executed in the present year 1248 B. S., to the following purport:—

Having solicited permission to be continued in charge of the three villages of Bur Jeerung, Choto Jeerung, and Pathor Khallee, now held by me, on condition of my repairing the road and bridges in the Hills agreeably to orders, I have been called on by a Perwannah, No. 494, dated the 7th of Choitro of the past year, for an Agreement, and in compliance with that order I now furnish this Agreement, stating that I promise, as customary, to make the annual repairs of the bridges, road, ghats, and stockades, &c., in the Hills and other places without payment, the above-mentioned three villages remaining in my charge for the performance of these services; and if I negligently delay to execute these works, and the road, bridges, &c., should not be kept in repair, I will submit to whatever orders you may think proper to pass. To which effect I have given this Agreement, dated

the 8th of June of the English year 1841, corresponding with the 27th Joisto 1248 B. S.

Whereas Sahdoo Sing, Rajah, has personally presented this Agreement, it is hereby ordered to be accepted and filed with the record.

Dated the 8th of June of the English year 1841, *corresponding with the 27th Joisto* 1248 *B. S.*

No. XLI.

TRANSLATION of a PERWANNAH issued by the PRINCIPAL ASSISTANT COMMISSIONER in charge of the Cossiah and Jyntia Hills, to OOJEE LUSKER and CHONGLAH LUSKER, in the year 1857, authorizing them to conduct the duties of Sirdars of Mowlong Poonjee, for one year each, in succession to their deceased father ZUFFER LUSKER, Sirdar of that place.

Seal of Office.

(Signed) C. K. HUDSON,
Principal Assistant Commissioner
In charge of Cossiah and Jyntia Hills.

To

OOJEE LUSKER AND CHONGLAH LUSKER,
Residents of Mowlong Poonjee.

KNOW HEREBY,

That whereas you represented yourselves, on the demise of Zuffer Lusker, Sirdar of the Mowlong District, as being the sons and heirs of the deceased, and solicited that you two brothers might be permitted to conduct the duties of that office by turns for one year each, you are now therefore appointed to the office of the late Zuffer Lusker, pending the preferment of any substantial claim that may be worthy of notice being made to that district, and are hereby informed that agreeably to the terms of the Deed of Compromise you previously filed, you will conduct the duties of the office of that Sirdar, as is incumbent on you, by turns, for one year each. Herein fail not.

Dated the 25th of March 1857, *corresponding with the 13th of Chaitro* 1263 *B. S.*

JYNTIA AND COSSIAH HILL TRIBES.
No. XLII.

No. XLII.

TRANSLATION of an AGREEMENT executed in the year 1829 by the SIRDARS, ELDERS, and INHABITANTS of the conquered District of Soopar Poonjee and allied Villages.

(Signed) OOMIT KHYE, *of Soopar Poonjee.*
„ OOHN KHYE, *of Nongrong.*
„ OODOOR COSSIAH, *of Noskin.*

To

MR. DAVID SCOTT,
Agent to the Governor-General.

No. 16.
Filed at Gowhatty on the 12th November 1829.

Agreement of the Sirdars, Elders, and Inhabitants of Soopar Poonjee, Nongrong Poonjee, and Noskin Poonjee, executed in the year 1829, to the following purport:—

The people of our villages having entered into hostilities with and killed the subjects of the Honorable Company, our villages have been taken possession of by the Government. We, therefore, having now attended at Moosmai Poonjee, enter into this Agreement, for ourselves and all the people of the aforesaid villages, to the effect that we acknowledge our submission to the Honorable Company as being their people, and we agree to obey all orders that may at any time be given regarding us.

2nd.—The inhabitants of our above-mentioned three villages having wantonly made war with and killed the subjects of the Government, we, instead of paying a fine in money, hereby divide with the Government one-half of all the limestone, good, bad, and indifferent, in our afore-mentioned three villages. We are to have half, and we give half to the Government, and to this effect we have executed this Agreement on the 29th day of October 1829, corresponding with the — Kartick 1236 B. S.

Witnessed by

SOOMER GIRI, *Resident of Cherra Poonjee.*
RAM DOLOIE, *ditto ditto.*
LALL SING GIRI, *ditto dittto.*

(Signed) W. CRACROFT,
A. A. G. G.

MUNNIPORE.

Up to about the year 1714 the Annals of Munnipore possess but little interest. In that year Gureeb Nawaz succeeded to power. He made several successful invasions of Burmah, but made no permanent conquest.

Gureeb Nawaz had three sons, named Sham Shaee, Oogut Shaee, and Burut Shaee. Oogut Shaee murdered his father and his elder brother, but was expelled by Burut Shaee, who reigned two years, and was succeeded by Gooroo Sham, son of Sham Shaee. Gooroo Sham associated with himself his brother Jai Sing, and they ruled alternately until Gooroo Sham's death, about 1764, when the sole authority fell to Jai Sing.

After the death of Gureeb Nawaz the Burmese invaded Munnipore, and Jai Sing having sought the aid of the British, a Treaty of alliance, offensive and defensive, was negociated on 14th September 1762. The force sent to assist Munnipore was, however, recalled, and in October of the following year Gooroo Sham confirmed the Treaty which had been made with Jai Sing, with some modifications. No copies of these Treaties appear to be extant.

From this time communication between the British and Munnipore appears to have ceased. On the death of Jai Sing, in 1799, the country was distracted for twenty-five years by the quarrels of his sons for power. But on the outbreak of the first Burmese War negociations were opened with Gumbheer Sing, one of the sons of Jai Sing, who was declared independent by the Treaty of Yandaboo.* The two ranges of hills between the eastern and western bends of the Barak River were annexed to Munnipore in 1833 (No. XLIII.). After the Burmese War the Nengthee River was made the boundary of Gumbheer Sing's territory to the east. But this was disputed by the Burmese, and the British Government, with a view of gratifying the Burmese, restored to them the Kubo Valley, and fixed the eastern base of the Yomadoung Hills as the boundary of

* *See* Ava Treaty of 24th February 1826, Part. II.

MUNNIPORE. No. XLIII.

Munnipore, giving to the Rajah a money payment of Rupees 500 a month as compensation (No. XLIV.)

On the death of Gumbheer Sing, in 1834, his infant son was put on the Guddee by Nur Sing, who declared himself Regent. In 1844, in consequence of the failure of a plot against Nur Sing's life, the Ranee fled from the country, taking her son with her, whereupon Nur Sing ascended the Guddee, and ruled till his death, in 1850.

He was succeeded by his brother Debendro Sing, who was expelled by Chunder Kirtee Sing, son of Gumbheer Sing, who had now become of age. In consequence of repeated attempts to upset the authority of Chunder Kirtee Sing, whereby the peace of the country was disturbed, and British influence endangered, Government made a public avowal of its determination to uphold Chunder Kirtee Sing, and to punish any parties attempting to dispossess him.

The area of Munnipore is 7,584 square miles, and its population is about 75,840. The money revenue is about Rupees 14,250 a year. Munnipore pays no tribute to the British Government.

The relations of the British Government with Munnipore are conducted through a Political Agent. The first appointment was made in 1835.

XLIII.

A TRANSLATION of the CONDITIONS entered into by RAJAH GUMBHEER SING of Munnipore, on the BRITISH GOVERNMENT agreeing to annex to Munnipore the two ranges of Hills situated between the eastern and western bends of the Barak. Dated 18th April 1833.

The Governor-General and Supreme Council of Hindoostan declare as follows:—With regard to the two ranges of Hills, the one called the Kalanaga Range, and the other called the Noon-jai Range, which are situated between the eastern bend of the Barak and the western bend of the Barak, we will give up all claim on the part of the Honorable Company thereunto, and we will make these Hills over in possession to

the Rajah, and give him the line of the Jeeree and the western bend of the Barak as a boundary, provided that the Rajah agrees to the whole of what is written in this paper, which is as follows:—

1*st.*—The Rajah will, agreeably to instructions received, without delay, remove his Thanna from Chundrapore, and establish it on the eastern bank of the Jeeree.

2*nd.*—The Rajah will in no way obstruct the trade carried on between the two countries by Bengali or Munnipooree merchants. He will not exact heavy duties, and he will make a monopoly of no articles of merchandise whatsoever.

3*rd.*—The Rajah will in no way prevent the Nagas inhabiting the Kalanaga and Noon-jai Ranges of Hills, from selling or bartering ginger, cotton, pepper, and every other article, the produce of their country, in the Plains of Cachar, at the Banskandee and Oodharbun bazaars, as has been their custom.

4*th.*—With regard to the road commencing from the eastern bank of the Jeeree and continued *viâ* Kalanaga and Kowpoom, as far as the Valley of Munnipore—after this road has been finished, the Rajah will keep it in repairs, so as to enable laden bullocks to pass during the cold and dry seasons. Further, at the making of the road, if British officers be sent to examine or superintend the same, the Rajah will agree to everything these officers may suggest.

5*th.*—With reference to the intercourse already existing between the territories of the British Government and those of the Rajah, if the intercourse be farther extended, it will be well in every respect, and it will be highly advantageous to both the Rajah and his country. In order, therefore, that this may speedily take place, the Rajah, at the requisition of the British Government, will furnish a quota of Nagas to assist at the construction of the road.

6*th.*—In the event of war with the Burmese, if troops be sent to Munnipore, either to protect that country, or to advance beyond the Ningthee, the Rajah, at the requisition of the British Government, will provide Hill porters to assist in transporting the ammunition and baggage of such troops.

7*th.*—In the event of anything happening on the Eastern Frontier of the British territories, the Rajah will, when required, assist the British Government with a portion of his troops.

MUNNIPORE. No. XLIV.

8*th*.—*The Rajah will be answerable for all the ammunition he receives from the British Government, and will, for the information of the British Government, give in every month a statement of expenditure to the British Officer attached to the Levy.

Signed and sealed in my presence.
(Signed) F. J. GRANT,
Commissioner.

Seal.

I, Shree Joot Gumbheer Sing of Munnipore, agree to all that is written above in this paper sent by the Supreme Council.

Dated 18*th April* 1833.

(A true translation)
(Signed) GEO. GORDON, *Lieut.*,
Adjutant, Gumbheer Sing's Levy.

(Signed) SHREE JOOT RAJAH GUMBHEER SING.

No. XLIV.

AGREEMENT regarding Compensation for the Kubo Valley.

Major Grant and Captain Pemberton, under instructions from the Right Honorable the Governor-General in Council, having made over the Kubo Valley to the Burmese Commissioners deputed from Ava, are authorized to state—

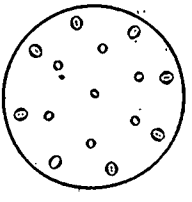
1*st*.—That it is the intention of the Supreme Government to grant a monthly stipend of five hundred Sicca Rupees to the Rajah of Munnipore, to commence from the ninth day of January One Thousand Eight Hundred and Thirty-four, the date at which the transfer of Kubo took place, as shown in the Agreement mutually signed by the British and Burmese Commissioners.

* As the connection of the British Government with the Munnipore Levy and the supply of ammunition to the Levy have ceased, this clause is inapplicable to present circumstances.

2*nd*.—It is to be distinctly understood that should any circumstances hereafter arise by which the portion of territory lately made over to Ava again reverts to Munnipore, the allowance now granted by the British Government will cease from the date of such reversion.

(Signed) F. J. GRANT, *Major*,
„ R. BOILEAU PEMBERTON, *Capt.*, } *Commissioners.*

LANGHTHABAL MUNNIPORE.
January 25th, 1834.



Seal.

ASSAM.

THE first Treaty with any of the Assam Chiefs was a Commercial Agreement (No. XLV.) made in 1793, with Rajah Surgy Deo. But Government never ratified or published it, on the ground that the Rajah's government was not sufficiently strong to ensure its observance.

The country subsequently relapsed into anarchy and fell under the Burmese. It was invaded by the British when the first Burmese War broke out. The Burmese, after perpetrating the most unheard-of atrocities, were driven out, and the Province, which was now almost depopulated, was annexed to the British dominions.

In 1833 Upper Assam was granted to Rajah Poorunder Sing, with whom a Treaty (No. XLVI.) was made. The Rajah's Government was mild but weak. He fell deeply into arrears in the payment of his tribute, and declared his inability to meet the engagements by which he had bound himself. The management of the country was therefore resumed by Government.

The principal tribes on the Frontier of Upper Assam are the Muttocks, the Khamptees, and the Singphoos.

The Bur Senaputtee or Chief of the Muttocks entered into an Engagement (No. XLVII.) in May 1826, whereby he acknowledged the supremacy of Government, and bound himself to supply 300 soldiers in time of war. The management of the country was left in his own hands, except as regards capital offences. In January 1835 the obligation to supply troops was commuted to a money payment of Rupees 1,800 a year (No. XLVIII.)

On the death of the Bur Senaputtee, in November 1839, as his successor refused the terms offered him, the management of the country was assumed by the British Government, and Pensions were given to the members of the family.

In 1826 arrangements similar to those made with the Muttocks were made with the Khamptee Chief of Suddeya (No. XLIX.) In January 1839 the Khamptees treacherously attacked the station of Suddeya, and though eventually broken up and dispersed, this was not

effected until many lives were lost, and among others that of Colonel White, the Political Agent. Some of the Khamptees surrendered on conditions in 1843 (No. L.)

Agreements were also made in May 1836 with the Singphoos (No. LI.) These tribes were implicated in the Khamptee rising in 1839, but they were allowed to surrender under conditions: no written Agreement, however, was again taken from them. Many of the Singphoo clans have become extinct, and the main body have left Assam for Hookong, in Upper Burmah.

No. XLV.

TRANSLATION of a new system of COMMERCE adopted by the MAHARAJAH SURGY DEO, Assam, 28th February 1793.

The Maharajah Surgy Deo, highly sensible of the benefit he has experienced from the aid which has been afforded to him by the English Government, and desirous not only of cementing the harmony and friendship which subsists between him and that power, but also of extending the beneficial effects thereof, in general, to the subjects of Bengal and Assam, has, at the recommendation of Captain Welch, the representative at his Court of the said English Government, agreed to abolish the injudicious system of Commerce which has heretofore been pursued, and to adopt in its stead the following plan, liable, however, to such alterations and amendments as occasions may require, for the mutual benefit and comfort of the subjects of both countries.

ARTICLE 1.

That there shall henceforth be a reciprocal and entire liberty of Commerce between the subjects of Bengal and those of Assam, for all and singular goods and merchandizes, on the conditions and in such manner as is settled in the following rules.

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No. XLV.

ARTICLE 2.

That to facilitate this free intercourse between the subjects of both nations, those of Bengal, in fulfilling the conditions hereafter prescribed, be permitted to proceed with their boats loaded with merchandizes into Assam, and to expose their goods for sale, at any place or in any manner may best suit their purposes, without being subject to any other duties than are established by these Articles.

ARTICLE 3.

That a regular Impost be levied on all goods or merchandizes, whether of Export or Import, and that these duties be fixed as follows:—

Imports.

1*st.*—That the Salt of Bengal be subject to an Impost of 10 per cent. on the supposed prime cost, reckoning that invariably at 400 Rupees per 100 maunds of 84 sicca weight to the seer.

2*nd.*—That the Broad Cloths of Europe, the Cotton Cloths of Bengal, Carpets, Copper, Lead, Tin, Tutanag, Pearls, Hardware, Jewellery, Spices, and the various other Goods imported into Assam, pay an equal Impost of 10 per cent. on the Invoice price.

3*rd.*—That Warlike Implements and Military Stores be considered contraband and liable to confiscation, excepting the supplies of these articles which may be required for the Company's troops stationed in Assam, which, and every other matter of convenience for the said troops, whether of clothing or provisions, are in all cases to be exempt from duties.

Exports.

1*st.*—That the Duties to be levied on all articles of Export (except in such cases as are hereafter mentioned,) be invariably 10 per cent., reckoning agreeable to the rates hereby annexed to each, *viz.*:—

				Rs.	As.	P.
Mooga Dohtees, per md. of 84 sa. wt. to the seer				95	0	0
Mooga Thread,	ditto	ditto	...	70	0	0
Pepper,	ditto	ditto	...	0	0	0
Elephants' Teeth,	ditto	ditto	...	50	0	0

Cutna Lac, per md. of 84 sa. wt.	to the seer	...	4	0	0
Chuprah and Jury Lal,	ditto ditto	...	3	8	0
Munjeet,	ditto ditto	...	4	0	0
Cotton	ditto ditto	...	0	0	0

2*nd*.—That all articles of Export not herein specified (with the exception of the following), and for which no certain calculation can be made, be subject to an equal Impost, in such instances always to be paid in kind; and with respect to these articles which have been particularized, that the Duties be received either in money or kind, as may be most convenient to the Merchant: but as it may happen that a temporary scarcity of grain may occur either in Bengal or Assam, to provide against which, Rice and every description of Grain to be exempt from Duties.

ARTICLE 4.

That any person or persons detected in attempting to defraud the Surgy Deo of the Duties hereby established, shall be liable to a confiscation of his, or their property, and for ever after debarred the privilege of the trade.

ARTICLE 5.

That for the purpose of collecting the said Duties, Agents be appointed, and Custom Houses established for the present, one at the Candahar Chokey and one at Gowhatty.

ARTICLE 6.

That it be the business of the Agents to be stationed at the Candahar Chokey, to collect the Duties on all Imports, and on all Exports, the produce of the country to the westward of Gowhatty, for which they are to be held responsible. They are to examine all boats passing up and down the river, and, after having settled with the proprietor for the amount of the Duties, they are to grant him a passport, specifying the number and quantity of each article, a copy of which they are to forward, without delay, to the Agents at Gowhatty, whither, or further, if it be necessary, the Merchant may proceed under sanction of the said pass.

ARTICLE 7.

That it be the business of the Agents stationed at Gowhatty to collect the Duties on all Exports the produce of the country parallel to it, north and south, and also on all Exports the produce of the country to the eastward, as far as Nowgong, for which in like manner they are to be held responsible. They are to examine all boats passing down the river, and to grant passports to the proprietors, copies of which to be forwarded to the Agents at the Candahar Chokey, who are to re-examine the cargo, lest, on the way between Gowhatty and their station, the merchant may have taken goods on board which could not be specified in the pass granted at that place.

ARTICLE 8.

That as an incitement to the Agents to be industrious in the discharge of their duty, a recompense be made to them, bearing a proportion to the amount of the collections, and that for the present it be fixed at 12 per cent. on the said collections, which is calculated to defray all incidental expenses.

ARTICLE 9.

That the said Agents be required to be sureties for each other, and that the whole be bound by engagements to the Surgy Deo, not only for the purity of their conduct in the collections, but also that they abstain from having any concern, either directly or indirectly, in trade.

ARTICLE 10.

That a copy of their accounts be produced on or before the 10th of every month, and that the payment of the collections be made into the hands of any person the Surgy Deo may appoint to receive it at the expiration of every quarter.

ARTICLE 11.

That the standard weight hereafter, both for Exports and Imports, be 40 seers to the maund, and 84 sicca weight to the seer.

ARTICLE 12.

That as much political inconvenience might arise to both Governments from granting a general license to the subjects of Bengal to settle in Assam, no European merchant, or adventurer of any description, be allowed to fix their residence in Assam without having previously obtained the permission of the English Government and that of the Surgy Deo.

ARTICLE 13.

That as Captain Welsh, the representative of the said English Government, in consideration of the Surgy Deo having removed the prohibitory restrictions which have hitherto existed, to the detriment of a free intercourse, has signified his intention of bringing to punishment all persons from Bengal offending against the established laws of Assam, or infringing these Articles, so the Surgy Deo, on his part, declares he will punish all abuses in his subjects, tending to obstruct or discourage the reciprocal intercourse this system is designed to promote.

ARTICLE 14.

That copies of these Articles be affixed at every public place throughout Assam, that none may plead ignorance, and that Captain Welsh be requested to send one officially to his Government.

(Signed) THO. WELSH,
Captain.

The Seal of the Maha Rajah Surgy Deo.

ASSAM.
No. XLVI.

No. XLVI.

TREATY and AGREEMENT concluded between MR. THOMAS CAMPBELL ROBERTSON, Agent to the Governor-General on the North-East Frontier, on the part of the HONORABLE COMPANY and RAJAH POORUNDER SING, now residing at Gowhatty, in Assam.

ARTICLE 1.

The Company give over to Rajah Poorunder Sing the portion of Assam lying on the southern bank of the Burrumpooter to the eastward of the Dhunsiree River, and on the northern bank to the eastward of a nullah immediately east of Bishenath.

ARTICLE 2.

The Rajah Poorunder Sing agrees to pay an annual tribute of 50,000 Rupees of Rajah Mohree coinage to the Honorable Company.

ARTICLE 3.

The Rajah Poorunder Sing binds himself, in the administration of justice in the country now made over to him, to abstain from the practices of the former Rajahs of Assam, as to cutting off ears and noses, extracting eyes or otherwise mutilating or torturing, and that he will not inflict cruel punishment for slight faults, but generally assimilate the administration of justice in his territory to that which prevails in the dominions of the Honorable Company. He further binds himself not to permit the immolation of women by suttees.

ARTICLE 4.

The Rajah Poorunder Sing binds himself to assist the passage of the Troops of the British Government through his territory, furnishing supplies and carriage on receiving payment for the same.

ARTICLE 5.

Whether at Jorhath or elsewhere, wheresoever a spot may be required for the permanent cantonment of the troops of the British Government, the Rajah agrees that, within the limits assigned to such

cantonment he shall exercise no power whatever; all matters connected with such cantonment to be decided on by the Officer of the British Government.

ARTICLE 6.

In the event of a detachment being stationed at Suddeya or elsewhere, the Rajah Poorunder Sing binds himself to render it all the assistance that it shall require in regard to provisions and carriage.

ARTICLE 7.

The Rajah binds himself ever to listen with attention to the advice of the Political Agent to be stationed in Upper Assam, or to that of the Agent to the Governor-General, with a view to the conduct of affairs in the country made over to him in conformity with the stipulation of this Agreement.

ARTICLE 8.

The Rajah binds himself not to carry on any correspondence by letter or otherwise, or to enter into any Contract or Agreement with the Rulers of any Foreign States. In all cases of necessity he will consult with the Political Agent or Agent to the Governor-General, by whom the necessary communication will be made.

ARTICLE 9.

The Rajah binds himself to surrender, on demand from the Agent to the Governor-General or Political Agent, any fugitive from justice who may take refuge in his territory, and always to apply to those Officers for the apprehension of any individuals who may fly from his territory into that of the Honorable Company, or of any other State.

ARTICLE 10.

It is distinctly understood that this Treaty invests Rajah Poorunder Sing with no power over the Moarmaria Country of the Bur Senaputtee.

ARTICLE 11.

It being notorious that the quantity of opium produced in Assam is the cause of many miseries to the inhabitants, the Rajah binds

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himself that, whatever measures may be determined on with a view to checking this source of mischief in the territory of the Honorable Company, corresponding measures shall be adopted in the territory made over to him.

In the event of the Rajah's continuing faithful to the articles of this Treaty, the British Government engages to protect him from the aggressions of any foreign foe, but if, which God forbid, he should in any way depart from a faithful adherence to the same, and be guilty of oppressing the people of the country entrusted to his charge, then the right is reserved to the Government of the Honorable Company, either to transfer the said country to another ruler, or take it into its own immediate occupation.

Dated the 2nd March 1833, *or 20th Phagoon* 1239 *B. E.*

(A true translation)

(Signed) T. C. ROBERTSON,
Agent, Governor-General.

No. XLVII.

13th May 1826.

TRANSLATION of KUBOOLYUT of BUR SENAPUTTEE.

The Bur Senaputtee, in the presence of Mr. Scott, agreed to the following Kuboolyut:—

I, Matee Bur Bur Senaputtee of the Muttocks, write what follows: The Pykes belonging to the Phokuns, Burooahs, Brahmins, and others that are under me, amount to 160 Gotes, and my own amount to 260 Gotes, of these 42 Gotes are my own Liksoos, 11 belong to the Hazaree Keeahs.

5 Sykeahs.
15 Burakayees.
42 are Raj Sumulyahs (provide rice).
5 to the Naoogs.

120 Total.

300 Gotes remain, deducting these. Of these 150 are fighting men, 150 laborers: these I will furnish, according to the custom of the country, by Mal, Dewal, Teeal, and what russud the Sircar may want that I will furnish on getting the amount of its cost; over these people I will exercise jurisdiction, enquire and decide, but in cases of murder, dacoity, and great wounding, and thefts above 50 Rupees, I will institute investigation, and send the papers and the men to the presence, and whatever ordered I will obey. This Kuboolyut shall remain until another is made.

Signed by the BUR SENAPUTTEE.

Witnesses.

JUTO ZYE DEWALYAH.

GUDADHUR.

Signed with Mr. SCOTT'S initials.

SUNNUD of BUR SENAPUTTEE.

THE AGENT OF THE GOVERNOR-GENERAL, &c., TO MATEE BUR BUR SENAPUTTEE.

You are ordered, after providing yourself and the Bissyahs with Pykes for your own and their use, to keep 300 at the Sircar's disposal, but of these I give you 20 for your personal use, and that of your children or others, the remaining 280 you will always have forthcoming.

13*th May* 1826.

There is another Sunnud of the same day, in which the 20 Gotes are not excepted; but the above said to be the last.

ASSAM.

No. XLVIII.

No. XLVIII.

TRANSLATION of an AGREEMENT entered into by MATEE BUR BUR SENAPUTTEE, on the 23rd January 1835, in the presence of the POLITICAL AGENT, Upper Assam.

ARTICLE 1.

I agree to relinquish my claim to the village of Suckhowah, which has been the cause of dispute between the Suddeya Khawah Gohain and myself; further, I agree that the following shall be recognized as the territorial boundaries of my district. On the north the Berhampooter, on the west the Boormee Dehing River, separating my territory from that of Rajah Poorunder Sing, to the east the Dibroo River and the Danquree Nullah, which falls into it. From the rise of the nullah a boundary line will be formed to connect it with the Boore Dehing River; for this purpose Lieutenant Charlton can depute one person and I will depute another.

The lands lying between the Dhul Jan and Gooroo Jan Nullahs, which fall into the Danquree Nullah, to be considered under my jurisdiction, and the persons deputed as above-mentioned can connect them by definite marks, so as to form a boundary line. These are the territorial boundaries of the country under my jurisdiction, and have no reference to the pecuniary questions now pending between me and the British Government.

ARTICLE 2.

I cannot agree to the demand which the British Government has made me to contribute towards the expenses of the State in an increased proportion, quinquennially, or by paying a tribute of 10,000 Rupees per annum, as I engaged to do under the Assam Government. But if the British Government requires me no longer to furnish a Military Contingent of 300 men, I agree to pay in their stead the usual Capitation Tax for these 300 men, which, at the rate of 6 Rupees per head, will amount to 1,800 Rupees per annum. I further agree to restore to the British Government the arms of this force, if required. I likewise will adhere to the engagement I formed with Captain Neufville, to pay 551 Rupees per annum, on account of Pykes who absconded from Upper Assam, whilst that Province was under his charge in 1829; and further I agree to pay to those who have absconded from Rajah

Poorunder Sing's territory within the last two years. I will cause them to be counted, but if suspicion is entertained that a false enumeration will be given in, I agree that the British Government may nominate an Officer to take a new census.

(Signed) MATEE BUR BUR SENAPUTTEE.

Witnesses.

CHOTA GOHAIN KHAMPTEE, *residing at Suddeya.*
SADEE MAN JEMADAR, *residing at Morung.*
GOLAUB SING JEMADAR, *residing at Bishenath.*
GOPEE SURMA DOLA SUVYA BORA, *residing at Jorehaut.*

No. XLIX.

TRANSLATION of KUBOOLYUT of SUDDEYA KHOWAH GOHAIN.

Salan Suddeya Khowah Gohain makes the following Agreement:—I am made Khowah Huddah of Suddeya for the purpose that I perform all the duties of the Company, and which I agree by this writing to do. The 12 Sirings under me have 43 Gotes of 3 Pykes, and of Khamtees there are 40 and 1 Poa, and of Dooms there are 12 Gotes 1 Poa—total 95 Gotes 2 Poa. Of these the Siring Burooah has 1 Gote 1 Poa and 8 Gotes of Siksoos, and my own are 10 Gotes with 1 Poa for Runnut Mura. Also the Bura of Khamtees and Dooms has 4 Gotes—remaining 72 Gotes. Of these 40 are fighting men, and 20 working men, and 12 fishermen: these shall be forthcoming according to the customs of the country by Mal, Dewal, Teeal; and I will do justice to the people under me, but in cases of murder, wounding, arson, thefts above 50 Rupees, in these having made enquiries, the papers, witnesses, and offenders shall be sent to the Huzoor, and I will be always ready to obey the orders of the Huzoor, and what russud is required shall be given on payment. This paper is written before every one.

(Signed) SALAN SUDDEYA KHOWAH.

Witnesses.

KAGESSUR, *Duftry.*
SUNDEE SING, *Chupprassee.*

Signed with MR. SCOTT's initials.

15*th May* 1826.

ASSAM.
No. L.

No. L.

TRANSLATION of an AGREEMENT entered into by CHORONEERA CAPTAIN GOHAIN, CHAWTANGOO GOHAIN, COROMOONG CAGGOOTEE GOHAIN, POWANGAI SOW DARIAH PHOKUN, SOONGGAT, and others, dated the 2nd December 1843.

We, late inhabitants of Derack and Suddeya, were engaged in the attack upon the latter place, and fled to the Mishmee Country; we have offered our submission to return back, if our former offences were overlooked, and now we have returned agreeably to the orders of the Political Agent, with our followers, *viz.* Chowdung, Chawding, Long Fong, Poychoy, Chalan, Sham, Poom, Metong, and Chowlah, but the whole of the Khamptees are unable to return for the present, owing to their crops being uncut. However, they hereby promise to come in with all their families after their crops have been gathered, or within a month and half from this date.

1*st.*—We shall be allowed a sufficient quantity of lands for our support, either at Choonpoora or at Noa Dehing, for a term of five years rent-free, and after the expiration of that period we agree to pay a moderate rent for the lands we may cultivate, or pay a house tax, as Government may choose to authorize. Any orders that may be issued respecting the Abkarry shall be duly attended to.

2*nd.*—We engage also to endeavor to prevent or intercept any inroads of the Singphoos or Mishmees on the Suddeya ryots, and shall obey all orders of the Civil or Political Authorities on the frontier.

3*rd.*—We further engage that we shall desist from trafficking in slaves according to the regulations of Government generally.

4*th.*—All petty crimes and offences occurring amongst ourselves shall be settled by the Chiefs of the villages, but in all heinous offences, such as robbery, murder, dacoity, wounding, and counterfeiting the coin, we promise to make over the offenders to the Political Agent, with their respective witnesses for trial; and disputes between the heads of the different villages or clans shall also be referred to the same authority.

5*th.*—At the expiration of ten years the whole of our engagements will be subject to a revision and alteration, as it may seem best to His Lordship to determine on.

6*th.*—Should we or any of the Khamptees in any way depart from the faithful adherence of the above Agreement, and commit any acts of

violence, we shall be subject to be driven out of the Province, and be without further excuse.

(True translation)

FRANS. JENKINS,
Agent, Governor-General.

No. LI.

TRANSLATION of an AGREEMENT entered into by the SING PHOO CHIEFS.

We, Bour of Beesa, Koomjoy of Sookhang, Meejang of Wakhet, Jaow of Nungnoo, Chowkeu of Kotah, Jowra of Choo Khang, Joodoo of Leechoo, Chaow of Nenem, Changnong of Nenem, Nemgong of Kuzaow, Tamrang of Kasan, Jawan of Pecheela, Jamtong of Set, Judoo of Kamkoo, and Chowra Ningko, fourteen Gaums, enter into this written Engagement with the British Government in the year 1748 Sukka. We acknowledge subjection to the British Government, and bind ourselves to observe the following conditions, approved of by David Scott, Esquire, Political Agent in Assam.

1*st.*—We and our dependent Sing Phoos were formerly subject to the Assamese Government, and now the Honorable Company having become the rulers of that country, we acknowledge allegiance to them, and abjure all connection with the Burmese or any other foreign Prince. Regarding political matters we will not hold any sort of intercourse with foreigners, but will act agreeably to the orders of the British Government.

2*nd.*—If an enemy come from any foreign country to invade Assam, we will supply the British Troops with rice and other necessaries; we will prepare roads and ghats, and ourselves make such resistance as we may be required to do. If we act in this manner we will be entitled to protection from the British Government.

3*rd.*—If we abide strictly by the terms of this Agreement, no revenue is to be demanded from us, but if hereafter any Assamese Pykes

ASSAM. No. LI.

should, of their own pleasure, desert to our villages, we will in that case pay for them the Capitation Tax.

4th.—We agree to release, and to cause to be released, all Assamese captives detained by us or our dependents, such of them as chose to remain in our villages being at liberty to do so.

5th.—If hereafter any Sing Phoos should commit depredations on the Assamese territories, we bind ourselves to arrest and deliver them up for punishment, and in case of our being unable to do so, we declare ourselves jointly responsible for the damage sustained by the people of Assam.

6th.—We will administer justice in our respective villages according to former custom, and settle all disputes amongst our dependents, and if any quarrel shall take place between two Gaums, we will not have recourse to arms, but refer the matter for the decision of the British authorities.

7th.—We solemnly promise to abide by the above written conditions, and, as hostages for the performance thereof, we agree each to deliver into the custody of the Political Agent, a son, or a nephew, or brother, as that officer may direct. To all these articles we have in common agreed.

Dated 24th Bysahh 1748.

(Signed) BOUR.

KOONJOY,	his mark.	†
MEEJANG,	ditto	†
JAOW,	ditto	†
CHOWKEU,	ditto	†
JOWRA,	ditto	†
JOWDOO,	ditto	†
CHAOW,	ditto	†
CHANGNANG,	ditto	†
NEENGAN,	ditto	†
TAMRANG,	ditto	†
JAMTANG,	ditto	†
JUDOO,	ditto	†
JOWRA,	ditto	†
JAEEN,	ditto	†

Similar Agreements were signed by Koomreeng of Lutow, and by the Tao Gobryn, with some modification, in the case of the latter, to the 4th Article, he being entitled, in consequence of his having submitted to the terms required at first by Lieutenant Neufville, to retain such slaves as he possessed before the capture of the Fort of Rungpore.

(True translation)

(Signed) D. SCOTT,
Agent to the Governor-General.

BOOTAN.

THE temporal supremacy in Bootan is vested in an Officer called the Deb Rajah, and the spiritual supremacy in another Officer called the Dhurm Rajah.

The first intercourse of the British Government with Bootan commenced with the expedition sent in 1772 for the relief of the Rajah of Cooch Behar. The Booteahs, driven out of Cooch Behar, and pursued into the Hills, threw themselves on the protection of Thibet. The Teshoo Lama, then Regent of Thibet, and guardian of the Grand Lama of Lassa, addressed the Government of India on their behalf. The application was favorably received, and a Treaty of Peace (No. LII.) was concluded on 25th April 1774.

From this time, with the exception of two unsuccessful commercial missions in 1774 and 1783, there was little intercourse with Bootan, until our occupation of Assam, which connected the British and Bootan frontiers. Since then there has been a continued series of aggressions by the Booteahs on British Territory, followed by reprisals on the part of the British Government, and the occupation of the Dooars or passes which lie at the foot of the Booteah Hills.

Between the Teesta, which forms the eastern boundary of Sikkim and the Monas, there are eleven* of these Dooars, some bordering on British territory and some on the State of Cooch Behar.

*1. Dalimkote.
2. Zamerkote.
3. Cheemurchee.
4. Lukhee.
5. Buxa.
6. Bulka.
7. Bara.
8. Gooma.
9. Reepoo.
10. Cheerung or Sidlee.
11. Bagh or Bijnee.

Little is known regarding the first six of these. They are governed by Soubahs appointed by the Sunnud of the Deb Rajah. Bijnee and Sidlee are governed by Rajahs, who pay tribute to Bootan, and the Bijnee Rajah holds two Pergunnahs in British territory for which he pays revenue to Government.

†1. Ghurkolah.
2. Baksha, or Banska.
3. Chappagooree.
4. Chapakhamar.
5. Bijnee.
6. Booree Gooma.
7. Kulling.

On the northern frontier of Kamroop there are five† Dooars, and on the north of Durrung two.

Under the Assam Government the Kamroop Dooars had entirely fallen under the Bootan authorities, and the Bootan supremacy continued after the acquisition

of Assam by the British Government. But the Durrung Dooars were held alternately four months by the British Government, and eight months by the Booteahs each year.

In 1841, in consequence of renewed aggressions and the increasing disorganization of the country, the whole of these Dooars were annexed to the British possessions, and a sum of Rupees 10,000 was allotted, to be annually paid to the Chiefs as compensation, which sum was considered to be equal to one-third of the revenue of the Kamroop and Durrung Dooars. No written Agreement was made regarding this arrangement.

A similar arrangement, under a written Engagement (No. LIII.), was made in 1844 with the Booteeahs who rule over Towang, and are dependant on Thibet. A sum of Rupees 5,000 a year is paid for the resumption of the Koreapara Dooar as one-third of its net revenue.

To the east of the Towang country are the independent clans of the Rooprye and Shirgaiah Booteahs, whose custom it was to enter the Char Dooar and Now Dooar, which have been held by the British Government since the occupation of Assam, and to levy black mail. But the black mail was eventually commuted to an annual payment of money. The Rooprye and Shergaiah Booteahs receive, under Agreement (No. LIV.), Rupees 2,526-7 a year. Similar payments are made to the Thebengiah Booteahs, but they do not appear to have subscribed any Engagement.

Further to the east are the wild tribes of Akas, with whom similar Agreements (Nos. LV. and LVI.) have been made. The Dufflas, Meris and Bor Abors also receive money payments in lieu of black mail, but no Engagements appear to have been taken from them.

No. LII.

ARTICLES of a TREATY of PEACE between the HONORABLE EAST INDIA COMPANY and the DEB RAJAH or RAJAH OF BOOTAN.

1*st*.—That the Honorable Company, wholly from consideration for the distress to which the Bootans represented themselves to be reduced,

BOOTAN. No. LII.

and from the desire of living in peace with their neighbors, will relinquish all the lands which belonged to the Deb Rajah before the commencement of the war with the Rajah of Cooch Behar, namely, to the eastward, the lands of Chitchacotta and Pangola-haut, and to the westward, the lands of Kyruntee, Marragaut, and Luckypoor.

2*nd*.—That for the possession of the Chitchacotta Province, the Deb Rajah shall pay an annual tribute of five Tangun Horses to the Honorable Company, which was the acknowledgment paid to the Behar Rajah.

3*rd*.—That the Deb Rajah shall deliver up Drijindenarain, Rajah of Cooch Behar, together with his brother the Dewan Deo, who is confined with him.

4*th*.—That the Bootans, being merchants, shall have the same privilege of trade as formerly, without the payment of duties, and their caravan shall be allowed to go to Rungpore annually.

5*th*.—That the Deb Rajah shall never cause incursions to be made into the country, nor in any respect whatever molest the ryots that have come under the Honorable Company's subjection.

6*th*.—That if any ryot or inhabitant whatever shall desert from the Honorable Company's territories, the Deb Rajah shall cause him to be delivered up immediately upon application being made for him.

7*th*.—That in case the Bootans, or any one under the government of the Deb Rajah, shall have any demands upon, or disputes with, any inhabitant of these or any part of the Company's Territories, they shall prosecute them only by an application to the Magistrate, who shall reside here for the administration of justice.

8*th*.—That whereas, the Sunneeyasies are considered by the English as an enemy, the Deb Rajah shall not allow any body of them to take shelter in any part of the districts now given up, nor permit them to enter the Honorable Company's territories, or through any part of his, and if the Bootans shall not of themselves be able to drive them out, they shall give information to the Resident, on the part of the English, in Cooch Behar, and they shall not consider the English troops pursuing the Sunneeyasies into those districts any breach of this Treaty.

9*th*.—That in case the Honorable Company shall have occasion for cutting timber from any part of the woods under the Hills, they shall do it duty free, and the people they send shall be protected.

10*th*.—That there shall be a mutual release of prisoners.

This Treaty to be signed by the Honorable Resident and Council of Bengal, &c., and the Honorable Company's seal to be affixed on the one part, and to be signed and sealed by the Deb Rajah on the other part.

Signed and ratified at Fort William, the 25th April 1774.

(Signed) WARREN HASTINGS.
„ WILLIAM ALDERSEY.
„ P. M. DACRES.
„ J. LAURELL.
„ HENRY GOODWIN.
„ J. GRAHAM.
„ GEORGE VANSITTART.

(Seal.)

(A true copy)

(Signed) J. P. AURIOL,
Assistant Secretary.

No. LIII.

An AGREEMENT entered into by CHANGJOI SATRAJAH, SRENG SATRAJAH, CHEENG DUNDOO SATRAJAH, of Naregoon, and TONG DABEE RAJAH, CHANG-DUNDOO BRAMEE, POONJAI BRAMEE, of Takhal Tooroom, dated 24th Maug 1250 B. S.

It having been ordered by His Lordship the Governor-General in Council that we should be allowed annually one-third of the whole of the proceeds of Koreeahpara Dwar, *viz.* 5,000 Rupees, we voluntarily pledge ourselves to adhere to the following terms most strictly:—

1*st*.—We pledge ourselves to be satisfied, now and for ever, with the above-mentioned sum of 5,000 Rupees, and relinquish all right over any proceeds that may accrue from the Dwar.

2*nd*.—In our traffic we pledge ourselves to confine our dealings to the established market places at Oodalgooree and Mungle Dye, and never interfere with the ryots, neither will we allow any of our Booteahs to commit any acts of oppression.

BOOTAN. No. LIV.

3*rd*.—We have relinquished all power in the Dwar, and can no longer levy any rent from the ryots.

4*th*.—We agree to apply to the British Courts at Mungledye for redress in all our grievances in their Territories.

5*th*.—Should we ever infringe any of the foregoing terms, we shall forfeit our right to the above Pension.

(True translation)

FRANS. JENKINS,
Agent, Governor-General.

No. LIV.

AN AGREEMENT entered into by DURJEE RAJAH, TAUGJOOG RAJAH, DUKPAH RAJAH, JOYPOO RAJAH, CHANG KHANGDOO RAJAH, SAUGJA RAJAH, ROOP RAE GYAH, TOOUNG BHUNGDOO RAJAH, Surgyah, of Bootan, dated 29th Maug 1250 B. S.

Under the supposition that we were concerned with Niboojoo Rajah, Kawree Bhoot, and Bogah Bhoot, in the murder of Muddoo Sykeah, of Ooang, in Chardoar, and therefore required to give up the above-mentioned supposed murderers, which we were unable to do, in consequence of which the Dwars were attached, and we forbidden to frequent them; and it being now ordered that we be allowed a Pension in lieu of Black Mail and may again visit the Plains for the purposes of traffic under a sworn Agreement, to ensure the ryots from any oppressions from us:—We hereby pledge ourselves to act up to the following terms, swearing according to our customs by placing salt on a daw or Bootan sword, and biting it, and cutting the skins of a tiger and bear:—

1*st*.—We pledge ourselves to report our arrival in the Plains to the Patgarree, and never to commit any fraud or theft against any ryot or Patgarree in trafficking with them, or any other act of oppression. Neither will we allow any of our people to do so, or we shall forfeit our privilege of visiting the Plains.

2*nd.*—We pledge ourselves never to join any person or persons that may be at enmity with the British Government, and furthermore to oppose every effort made against the Government the instant it shall be brought to our knowledge, and report faithfully any intelligence we may get of any conspiracy being carried on. We also pledge ourselves to act up to any orders we may get from the British Authorities. Should it ever be proved that we have joined in any conspiracy, we shall not be allowed to visit the Plains.

3*rd.*—We will never come into the Plains armed, and in our traffic confine ourselves exclusively to the established market places at Lahabarree, Balle, Barah, Oobung, and Tezpor, and not deal with the ryots in their private houses, neither will we permit any of our people doing so.

4*th.*—We consider ourselves in all civil aggrievances bound to abide the decision of the British Courts.

5*th.*—I, Durjee Rajah, am content to receive a monthly Pension of 25 Rupees, and for the rest of my people 20 Rupees each, altogether 145* Rupees in lieu of our Black Mail, and we relinquish every other right in Chardoar.

6*th.*—The moment we hear that any of our people have been guilty of any crime in the Plains, we engage to give up the offender.

7*th.*—We pledge ourselves to act up to the foregoing terms, or forfeit our Pension.

(True translation)

FRANS. JENKINS,
Agent, Governor-General.

* Increased in 1852 to Rupees 2,526-7-0 a year.

BOOTAN.
No. LV.

No. LV.

An AGREEMENT entered into by the TAGI RAJAH of the Aka Purbat, dated 26th Maug 1250 B. E.

Although I entered into an Agreement on the 28th January 1842 A. D., that I should in no way injure the ryots in my dealings with them, and have received from the British Government, since 1842, a Pension of 20 Rupees, and traded in all the villages in Chardoar. It being now considered that my trading in this way is oppressive to the ryots, and therefore required to be discontinued, I bind myself to confine my trade to the established market places at Lahabarree and Baleepara, and to adhere to the following terms:—

1*st.*—Myself, with my Tribe, will confine ourselves in our trade exclusively to the markets in Lahabarree, Baleepara, and Tezpor. We will not, as heretofore, deal with the ryots in their private houses.

2*nd.*—I will be careful that none of my Tribe commit any act of oppression in the British Territories.

3*rd.*—We will apply to the British Courts for redress in our grievances, and never take the law in our own hands.

4*th.*—From the date of this Agreement I bind myself to abide by the foregoing terms, on condition that the following Pensions are regularly paid:

To Seemkolee Aka Rajah	...	...	32	Rupees.
To Soomo Rajah	...	...	32	,,
To Nesoo Rajah	...	...	26	,,
		Total...	120	Rupees.

5*th.*—In the event of my infringing any of the foregoing terms, I subject myself to the loss of my Pension of 20 Rupees, and shall also forfeit the privilege of visiting the Plains.

(True translation)

FRANS. JENKINS,
Agent, Governor-General.

No. LVI.

An AGREEMENT entered into by CHANGJOE, HAZAREE KHOWAH AKA RAJAH, CHANG SUMLY HAZAREE KHOWAH, KABOOLOO HAZAREE KHOWAH AKA RAJAH, and NIJUM KAPASORAH AKA RAJAH, on the 29th Maug 1250 B. E.

We hereby swear, according to our customs, by taking in our hands the skin of a tiger, that of a bear, and elephant's dung, and by killing a fowl, that we will never be guilty of any violence or oppression towards any of the ryots of the British Government, and that we will faithfully abide by the following terms:—

1*st.*—Whenever any of us come down into Chardoar, we will report our arrival to the Patgarree, and fairly barter our goods, being guilty of no theft or fraud in any way with any of the ryots.

It shall also be our particular care that none of our people shall be guilty of any crimes in the territories of the Honorable Company.

2*nd.*—We also engage never to join any parties that are or may hereafter be enemies to the British Government, but pledge ourselves to oppose them in every way in our power. We will also report any intelligence we may get of any conspiracy against the British Government, and act up to any order we may receive from their authorities. Should it ever be proved that we have participated in any conspiracy, we shall have forfeited our privilege of coming into the British Territories.

3*rd.*—In coming into the Plains we will always appear unarmed, and confine ourselves exclusively to the hauts or market places established at Lahabarree, Balcepara, Oorung or Tezpor, and not, as heretofore, traffic with the ryots at their private dwellings; neither will we allow our people to do so.

4*th.*—All civil debts with the ryots shall be recovered through the Courts, as we acknowledge ourselves subservient to the British laws in their country.

5*th.*—I, Kapasorah Aka Rajah, agree to take in lieu of the Black Mail of Chardoar a yearly Pension of 60 Rupees; and I, Hazaree Khowah Aka Rajah, a Pension, in like manner, of 120 Rupees: This will be considered to deprive us of any connection with Chardoar, and of

BOOTAN. No. LVI. exacting any thing from the ryots. We pledge ourselves to abide strictly by the above terms, or forfeit our Pension.

(True translation)

FRANS. JENKINS,
Agent, Governor-General.

COOCH BEHAR.

The connection of the British Government with Cooch Behar commenced in 1772, when the Rajah, then a minor and a prisoner in the hands of the Booteahs, offered, through his Minister the Nazir Deo, to pay half his revenue to the Company, if they would assist him in expelling the Booteahs from his country.

The Rajah's proposals were agreed to. The Booteahs were expelled, and a Treaty (No. LVII.) was concluded, by which the Rajah agreed to acknowledge subjection to the British Government, allow Cooch Behar to be annexed to Bengal, defray the expenses of the operations against the Booteahs, and make over half of his annual revenues.

Rajah Durrinder Narain died in 1780, and was succeeded by his own father Rajah Dhujinder Narain, who had been carried off by the Booteahs, but who had been released under the Treaty with Bootan of 25th April 1774. Rajah Dhujinder died in 1783, and was succeeded by his infant son Hurindur Narain, who, in 1839, was succeeded by his son Sibinder Narain. He was succeeded in 1847 by his nephew and adopted son Nurinder Narain, the present Rajah.

Our relations with Cooch Behar are nearly the same as in 1772. During the minority of Hurindur Narain there was a Resident at Cooch Behar, and on several occasions Commissioners have been appointed to reform the administration. But there has been no Resident Commissioner since 1824, and the management of affairs is left to the sole conduct of the Rajah and his officers.

No. LVII.

Treaty with the Rajah of Cooch Behar.

Articles of Treaty between the Honorable East India Company and Durrinder Narain, Rajah of Cooch Behar.

Durrinder Narain, Rajah of Cooch Behar, having represented to the Honorable the President and Council of Calcutta the present distressed

COOCH BEHAR. No. LVII.

state of the country, owing to its being harassed by the neighboring independent Rajahs, who are in league to depose him, the Honorable the President and Council, from a love of justice and desire of assisting the distressed, have agreed to send a force, consisting of four Companies of Sepoys and a field piece, for the protection of the said Rajah and his country against his enemies, and the following conditions are mutually agreed on :—

1*st.*—That the said Rajah will immediately pay into the hands of the Collector of Rungpoor 50,000 Rupees, to defray the expenses of the force sent to assist him.

2*nd.*—That if more than 50,000 Rupees are expended, the Rajah will make it good to the Honorable the English East India Company, but in case any part of it remains unexpended that it be delivered back.

3*rd.*—That the Rajah will acknowledge subjection to the English East India Company upon his country being cleared of his enemies, and will allow the Cooch Behar country to be annexed to the Province of Bengal.

4*th.*—That the Rajah further agrees to make over to the English East India Company one-half of the annual revenues of Cooch Behar for ever.

5*th.*—That the other moiety shall remain to the Rajah and his heirs for ever, provided he is firm in his allegiance to the Honorable United East India Company.

6*th.*—That in order to ascertain the value of the Cooch Behar Country, the Rajah will deliver a fair hustabood of his district into the hands of such person as the Honorable the President and Council of Calcutta shall think proper to depute for that purpose, upon which valuation the annual malguzary, which the Rajah is to pay, shall be established.

7*th.*—That the amount of the malguzary, settled by such person as the Honorable the East India Company shall depute, shall be perpetual.

8*th.*—That the Honorable English East India Company shall always assist the said Rajah with a force when he has occasion for it for the defence of the country, the Rajah bearing the expense.

9*th*.—That this Treaty shall remain in force for the space of two years, or till such time as advices may be received from the Court of Directors, empowering the President and Council to ratify the same for ever.

This Treaty, signed, sealed, and concluded by the Honorable the President and Council at Fort William, the fifth day of April 1773, on the one part, and by Durrinder Narain, Rajah of Cooch Behar, at Behyar Fort, the 6th Maug 1179 Bengal style, on the other part.

SIKKIM.

From a Report by Dr. A. Campbell, Superintendent of Darjeeling.

SIKKIM, known as "Dinjong" by the inhabitants and in all the neighboring Countries, is bounded on the north by Thibet, on the east by Bootan, on the west by Nepal, and on the south by the Rummam and great Rungeet Rivers, which divide it from the Darjeeling Hill Territory. The area is about 1,550 square miles, and the population probably not more than five to the square mile, or 7,000, in the following proportion :—

Lepchas	3,000
Bootcahs	2,000
Limboos	2,000

There is no money revenue, and the contributions in kind from agricultural produce and transit duties on trade would, if converted into money, probably not exceed Rupees 7,000 per annum. The country is, to a great extent, covered with forest and thick underwood, and is most difficult to travel in. The Rajah's residence is at "Tumloong" from November till May. For the remainder of the year he lives at Choombi, in the Thibet Territory, to avoid the heavier rains of Sikkim. He is tributary to China, through the vice-royalty at Lhassa, and of late years, since his loss of territory through the misconduct of his officers, he has received an annual allowance from Lhassa of Rupees 1,000 to 2,000.

Our relations with Sikkim commenced at the outbreak of the war with Nepal in 1814-15. The Goorkhas commenced inroads in Sikkim as early as 1780, and when the encroachments on British Territory issued in war, they had overrun Sikkim as far eastward as the Teesta River, including the Morung or the Terai at the foot of the Hills. It was the object of the British Government to give every possible assistance to the Sikkim Rajah to expel the Goorkhas, and on the conclusion of the Nipal war the country between the Mechi and the Teesta, which had been wrested by us from the Nepalese, was made over by Treaty (No. LVIII.) to the Rajah of Sikkim. The main object of this Treaty was to shut

out the Nepalese from the means of carrying out any views of aggrandizement to the eastward.

From 1817 to 1825 there does not appear to have been any business transactions between the Sikkim Rajah and the British Government. About this year, however, the minister of the Rajah Buljeet, a Lepcha Chief, was murdered, when all his adherents of the same tribe, about 800, under the guidance of Eklathye Kajee, fled from Sikkim and took refuge in Nepal. Shortly after this disputes arose on the Sikkim and Nepal boundary, which came under the cognizance of the Governor-General's Agent for the North-East Frontier and the Resident in Nepal. In 1828 Captain Lloyd was deputed to the Sikkim-Frontier in connection with these disputes. He penetrated the Hills in company with Mr. J. W. Grant, the Commercial Resident at Malda, as far as Rinchingpoong. These gentlemen, attracted by the position of Darjeeling, brought it to the notice of the Governor-General, and it was resolved by Government to open negociations with the Rajah of Sikkim on the first convenient occasion for the cession of Darjeeling to the British Government in return for an equivalent in lands or money. This opportunity occurred in 1834-35, when the Lepcha refugees in Nepal made an inroad into the Sikkim Terai, and Colonel Lloyd was deputed to enquire into the causes of the disturbance. The refugees were obliged to return to Nepal, and the negociation ended in the unconditional cession, by the Rajah, of the Darjeeling tract under a Deed of Grant (No. LIX.), dated February 1835.

In 1841 the Government granted an allowance of Rupees 3,000 per annum to the Rajah as compensation for the cession of Darjeeling, and a further sum of Rupees 3,000 in 1846—in all Rupees 6,000 per annum.

The settlement of Darjeeling advanced rapidly, its population having risen from not more than 100 souls in 1839 to about 10,000 in 1849, chiefly by immigration from the neighboring States of Nepal, Sikkim, and Bootan, in all of which slavery is prevalent. There was free trade in labor and all other commodities, with forest land enough for all comers to settle in, and every encouragement given to the new arrivals. The increased importance of Darjeeling, under free institutions, was a source of early and constant jealousy and annoyance to the Dewan of the Rajah, who was himself the monopolist of all

SIKKIM. trade in Sikkim, and it was shared in by the Lamas and other principal people in the country, who lost their rights over slaves settling as British subjects in our territory. The plan pursued was through reports and secret emissaries to frighten our new subjects, by declaring that they should be delivered up as escaped slaves to their former masters, and by discouraging the resort in every way of the Sikkim people to Darjeeling, added to which some British subjects were occasionally kidnapped to be sold into slavery, and there were frequent denials of aid in capturing and surrendering criminals. There has always been an arrangement for a mutual exchange of slaves between Sikkim and Bootan, and Dr. Campbell, the Superintendent of Darjeeling, was constantly importuned by the Sikkim Rajah and his Dewan to get the British Government to follow a similar course with Sikkim, which was of necessity steadily refused.

In 1849, Dr. Hooker and Dr. Campbell, while travelling in Sikkim, with permission of Government and the Rajah, were suddenly seized and made prisoners. The object was to force Dr. Campbell to relinquish claims for the surrender of criminals; to make him, while in durance, agree to the dictation of the Dewan regarding the giving up of escaped slaves; and to detain him until these enforced conditions should be sanctioned by Government. Foiled by the declaration that whatever concessions might be extorted then would not be confirmed by Government, and intimidated by the declaration of the Governor-General that the Rajah's head should answer for it if a hair of the head of Dr. Campbell or Dr. Hooker were hurt, the Sikkimese eventually released the prisoners on 24th December 1849.

In February 1850 an avenging Force crossed the great Rungeet into Sikkim. The expedition resulted in the stoppage of the grant of Rupees 6,000 per annum to the Rajah, the annexation of the Sikkim Terai, and the portion of the Sikkim Hills bounded by the Rummam River on the north, the great Rungeet and the Teesta on the east, and by the Nepal Frontier on the west.

This new Territory was put under the management of the Superintendent of Darjeeling, and, through the rapid increase of population and suitability for tea, is becoming very valuable. The Dewan was ostensibly dismissed from office, and for some years matters proceeded smoothly and well between Sikkim and our Government. But this

man worked his way into power again through his wife, an illegitimate daughter of the Rajah's, and the kidnapping of our subjects was resumed without the possibility of obtaining redress.

In April and May 1860 two aggravated cases of kidnapping were reported to Government. All ordinary efforts to procure restitution of our subjects and the surrender of the offenders, who were adherents of the Dewan, having failed, the Governor-General in Council resolved to occupy the territory of the Rajah lying to the north of the Rummam River and to the west of the great Rungeet, and to retain it until our subjects were restored, the offenders given up, and security obtained against a recurrence of similar offences. On the 1st November 1860 the Superintendent of Darjeeling crossed the Rummam with a small force, and advanced as far as Rinchingpoong. But he was eventually forced to fall back on Darjeeling. A stronger force was then despatched under Command of Lieutenant-Colonel Gawler, and accompanied by the Hon'ble Ashley Eden as Envoy and Special Commissioner. The force advanced to the Teesta, when the Sikkimites acceded to the terms dictated by the Governor-General, and a new Treaty (No. LX.) consisting of twenty-three articles, was concluded by the Envoy with the Rajah in person, on the 28th of March 1861.

No. LVIII.

TREATY, COVENANT, OR AGREEMENT entered into by Captain BARRE LATTER, Agent on the part of His Excellency the Right Honorable the Earl of Moira, K. G., Governor-General, &c., &c., &c., &c., and by NAZIR CHANA TENJIN and MACHA TEINBAH and LAMA DUCHIM LONGDOO, Deputies on the part of the Rajah of SIKKIMPUTTEE, being severally authorized and duly appointed for the above purposes.

ARTICLE 1.

The Honorable East India Company cedes, transfers, and makes over in full sovereignty to the Sikkimputtee Rajah, his heirs or successors, all the hilly or mountainous country situated to the eastward of the Meitchie River and to the westward of the Teesta River, formerly possessed and occupied by the Rajah of Nepaul, but ceded to the Honorable East India Company by the Treaty of Peace signed at Segoulee.

ARTICLE 2.

The Sikkimputtee Rajah engages for himself and successors to abstain from any acts of aggression or hostility against the Goorkhas or any other State.

ARTICLE 3.

That he will refer to the arbitration of the British Government any disputes or questions that may arise between his subjects and those of Nepaul, or any other neighboring State, and to abide by the decision of the British Government.

ARTICLE 4.

He engages for himself and successors to join the British Troops with the whole of his Military Force when employed within the Hills, and in general to afford the British Troops every aid and facility in his power.

ARTICLE 5.

That he will not permit any British subject, nor the subject of any European and American State, to reside within his dominions, without the permission of the English Government.

ARTICLE 6.

That he will immediately seize and deliver up any dacoits or notorious offenders that may take refuge within his territories.

ARTICLE 7.

That he will not afford protection to any defaulters of revenue or other delinquents when demanded by the British Government, through their accredited Agents.

ARTICLE 8.

That he will afford protection to merchants and traders from the Company's Provinces, and he engages that no duties shall be levied on the transit of merchandize beyond the established custom at the several golahs or marts.

ARTICLE 9.

The Honorable East India Company guarantees to the Sikkimputtee Rajah and his successors the full and peaceable possession of

the tract of hilly country specified in the first Article of the present Agreement.

ARTICLE 10.

This Treaty shall be ratified and exchanged by the Sikkimputtee Rajah within one month from the present date, and the counterpart, when confirmed by His Excellency the Right Honorable the Governor-General, shall be transmitted to the Rajah.

Done at Titalya, this 10*th day of February* 1817, *answering to the* 9*th of Phagoon* 1873 *Sumbut, and to the* 30*th of Maugh* 1223 *Bengallie.*

L. S. BARRE LATTER.

L. S. NAZIR CHAINA TINJIN.

L. S. MACHA TIMBAH.

L. S. LAMA DUCHIM LONGADOO.

The Co.'s Wafer Seal.

The Governor-General's Small Seal.

(Signed) MOIRA.
„ N. B. EDMONSTONE.
„ ARCHD. SETON.
„ GEO. DOWDESWELL.

Ratified by the Governor-General in Council, at Fort William, this fifteenth day of March, One Thousand Eight Hundred and Seventeen.

(Signed) J. ADAM,
Acting Chief Secy. to Government.

SIKKIM.

No. LVIII.

DRAFT of a SUNNUD for the RAJAH OF SIKKIM, dated 7th April 1817.

The Honorable East India Company, in consideration of the services performed by the Hill tribes under the control of the Rajah of Sikkim, and of the attachment shown by him to the interest of the British Government, grants to the Sikkimputtee Rajah, his heirs and successors, all that portion of low land situated eastward of the Meitchie River, and westward of the Maha Nuddee, formerly possessed by the Rajah of Nepaul, but ceded to the Honorable East India Company by the Treaty of Segoulee, to be held by the Sikkimputtee Rajah as a feudatory, or as acknowledging the supremacy of the British Government over the said lands, subject to the following conditions :—

The British Laws and Regulations will not be introduced into the territories in question, but the Sikkimputtee Rajah is authorized to make such laws and regulations for their internal government, as are suited to the habits and customs of the inhabitants, or that may be in force in his other dominions.

The Articles or Provisions of the Treaty signed at Titalya, on the 10th February 1817, and ratified by His Excellency the Right Honorable the Governor-General in Council, on the 15th March following, are to be in force with regard to the lands hereby assigned to the Sikkimputtee Rajah, as far as they are applicable to the circumstances of those lands.

It will be especially incumbent on the Sikkimputtee Rajah and his officers to surrender, on application from the officers of the Honorable Company, all persons charged with criminal offences, and all public defaulters who may take refuge in the lands now assigned to him, and to allow the police officers of the British Government to pursue into those lands and apprehend all such persons.

In consideration of the distance of the Sikkimputtee Rajah's residence from the Company's Provinces, such orders as the Governor-General in Council may, upon any sudden emergency, find it necessary to transmit to the local authorities in the lands now assigned, for the security or protection of those lands, are to be immediately obeyed and carried into execution in the same manner as if coming from the Sikkimputtee Rajah.

In order to prevent all disputes with regard to the boundaries of the low lands granted to the Sikkimputtee Rajah, they will be surveyed by a British Officer, and their limits accurately laid down and defined.

No. LIX.

TRANSLATION of the DEED of GRANT making over DARJEELING to the EAST INDIA COMPANY, dated 29th Maugh, Sumbut 1891, A. D. 1st February 1835.

The Governor-General having expressed his desire for the possession of the Hill of Darjeeling, on account of its cool climate, for the purpose of enabling the servants of his Government, suffering from sickness, to avail themselves of its advantages, I, the Sikkimputtee Rajah, out of friendship to the said Governor-General, hereby present Darjeeling to the East India Company, that is, all the land south of the Great Runjeet River, east of the Balasur, Kahail, and little Runjeet Rivers, and west of the Rungno and Mahanuddi Rivers.

(Translated)

(Signed) A. CAMPBELL,
Superintendent of Darjeeling,
and in charge of Political relations with Sikkim.

Seal of the Rajah prefixed to the document.

No. LX.

TREATY, COVENANT, OR AGREEMENT entered into by the HONORABLE ASHLEY EDEN, Envoy and Special Commissioner on the part of the BRITISH GOVERNMENT, in virtue of full powers vested in him by the RIGHT HONORABLE CHARLES EARL CANNING, Governor-General in Council, and by HIS HIGHNESS SEKEONG KUZOO, Maja Rajah of Sikkim, on his own part.

Whereas the continued depredations and misconduct of the officers and subjects of the Maha Rajah of Sikkim, and the neglect of the Maha Rajah to afford satisfaction for the misdeeds of his people, have resulted in an interruption, for many years past, of the harmony which previously existed between the British Government and the Government of Sikkim, and have led ultimately to the invasion and conquest

SIKKIM. No. LX.

of Sikkim by a British Force; and whereas the Maha Rajah of Sikkim has now expressed his sincere regret for the misconduct of his servants and subjects, his determination to do all in his power to obviate future misunderstanding, and his desire to be again admitted into friendship and alliance with the British Government, it is hereby agreed as follows :—

I.

All previous Treaties made between the British Government and the Sikkim Government are hereby formally cancelled.

II.

The whole of the Sikkim Territory now in the occupation of British Forces is restored to the Maha Rajah of Sikkim, and there shall henceforth be peace and amity between the two States.

III.

The Maha Rajah of Sikkim undertakes, so far as is within his power, to restore, within one month from the date of signing this Treaty, all public property which was abandoned by the detachment of British Troops at Rinchinpoong.

IV.

In indemnification of the expenses incurred in 1860 by the British Government in occupying a portion of the territory of Sikkim as a means of enforcing just claims which had been evaded by the Government of Sikkim, and as compensation to the British subjects who were pillaged and kidnapped by subjects of Sikkim, the Sikkim Government agrees to pay to the British authorities at Darjeeling the sum of 7,000 (seven thousand) Rupees in the following instalments, that is to say :—

May 1st, 1861 ...	...	...	1,000
Nov. 1st, 1861 ...	...	...	3,000
May 1st, 1862 ...	...	...	3,000

As security for the due payment of this amount, it is further agreed that, in the event of any of these instalments not being duly paid on

the date appointed, the Government of Sikkim shall make over to the British Government that portion of its territory bounded on the south by the River Rummam, on the east by the Great Runjeet River, on the north by a line from the Great Runjeet to the Singaleelah Range, including the monasteries of Tassiding, Pemonchi, and Changacheling, and on the west by the Singaleelah Mountain Range, and the British Government shall retain possession of this territory and collect the revenue thereof, until the full amount, with all expenses of occupation and collection, and interest at 6 per cent. per annum, are realized.

V.

The Government of Sikkim engages that its subjects shall never again commit depredations on British territory, or kidnap or otherwise molest British subjects. In the event of any such depredation or kidnapping taking place, the Government of Sikkim undertakes to deliver up all persons engaged in such malpractice, as well as the Sirdars or other Chiefs conniving at or benefiting thereby.

VI.

The Government of Sikkim will at all times seize and deliver up any criminals, defaulters, or other delinquents who may have taken refuge within its territory on demand being duly made in writing by the British Government, through their accredited agents. Should any delay occur in complying with such demand, the Police of the British Government may follow the person whose surrender has been demanded into any part of the Sikkim territory, and shall, on showing a warrant, duly signed by the British Agent, receive every assistance and protection in the prosecution of their object from the Sikkim officers.

VII.

Inasmuch as the late misunderstandings between the two Governments have been mainly fomented by the acts of the ex-Dewan Namguay, the Government of Sikkim engages that neither the said Namguay, nor any of his blood relations, shall ever again be allowed to set foot in Sikkim, or to take part in the councils of, or hold any office under, the Rajah or any of the Rajah's family at Choombi.

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No. LX.

VIII.

The Government of Sikkim from this date abolishes all restrictions on travellers and monopolies in trade between the British territories and Sikkim. There shall henceforth be a free reciprocal intercourse, and full liberty of commerce between the subjects of both countries; it shall be lawful for British subjects to go into any part of Sikkim for the purpose of travel or trade, and the subjects of all countries shall be permitted to reside in and pass through Sikkim, and to expose their goods for sale at any place and in any manner that may best suit their purpose, without any interference whatever, except as is hereinafter provided.

IX.

The Government of Sikkim engages to afford protection to all travellers, merchants, or traders of all countries, whether residing in, trading in, or passing through Sikkim. If any merchant, traveller, or trader, being a European British subject, shall commit any offence contrary to the laws of Sikkim, such person shall be punished by the representative of the British Government resident at Darjeeling, and the Sikkim Government will at once deliver such offender over to the British authorities for this purpose, and will, on no account, detain such offender in Sikkim on any pretext or pretence whatever. All other British subjects residing in the country to be liable to the laws of Sikkim; but such persons shall, on no account, be punished with loss of limb, or maiming, or torture, and every case of punishment of a British subject shall be at once reported to Darjeeling.

X.

No duties or fees of any sort shall be demanded by the Sikkim Government of any person or persons on account of goods exported into the British territories from Sikkim, or imported into Sikkim from the British territories.

XI.

On all goods passing into or out of Thibet, Bootan, or Nepal, the Government of Sikkim may levy a duty of customs according to such a scale as may, from time to time, be determined and published, without

reference to the destination of the goods, provided, however, that such duty shall, on no account, exceed 5 per cent. on the value of the goods at the time and place of the levy of duty. On the payment of the duty aforesaid a pass shall be given, exempting such goods from liability to further payment on any account whatever.

XII.

With the view to protect the Government of Sikkim from fraud on account of undervaluation for assessment of duty, it is agreed that the custom officers shall have the option of taking over for the Government any goods at the value affixed on them by the owner.

XIII.

In the event of the British Government desiring to open out a road through Sikkim, with the view of encouraging trade, the Sikkim Government will raise no objection thereto, and will afford every protection and aid to the party engaged in the work. If a road is constructed, the Government of Sikkim undertakes to keep it in repair, and to erect and maintain suitable traveller's rest-houses throughout its route.

XIV.

If the British Government desires to make either a topographical or geological survey of Sikkim, the Sikkim Government will raise no objection to this being done, and will afford protection and assistance to the Officers employed in this duty.

XV.

Inasmuch as many of the late misunderstandings have had their foundation in the custom which exists in Sikkim of dealing in slaves, the Government of Sikkim binds itself, from this date, to punish severely any person trafficking in human beings, or seizing persons for the purpose of using them as slaves.

XVI.

Henceforth the subjects of Sikkim may transport themselves without let or hindrance to any country to which they may wish to remove. In the same way the Government of Sikkim has authority to permit the subjects of other countries, not being criminals or defaulters, to take refuge in Sikkim.

SIKKIM.
No. LX.

XVII.

The Government of Sikkim engages to abstain from any acts of aggression or hostility against any of the neighboring States which are allies of the British Government. If any disputes or questions arise between the people of Sikkim and those of neighboring States, such disputes or questions shall be referred to the arbitration of the British Government, and the Sikkim Government agrees to abide by the decision of the British Government.

XVIII.

The whole military force of Sikkim shall join and afford every aid and facility to British Troops when employed in the Hills.

XIX.

The Government of Sikkim will not cede or lease any portion of its territory to any other State, without the permission of the British Government.

XX.

The Government of Sikkim engages that no armed force belonging to any other country shall pass through Sikkim without the sánction of the British Government.

XXI.

Seven of the criminals, whose surrender was demanded by the British Government, having fled from Sikkim and taken refuge in Bootan, the Government of Sikkim engages to do all in its power to obtain the delivery of those persons from the Bootan Government, and in the event of any of these men again returning to Sikkim, the Sikkim Government binds itself to seize them, and to make them over to the British Authorities at Darjeeling, without delay.

XXII.

With a view to the establishment of an efficient Government in Sikkim, and to the better maintenance of friendly relations with the British Government, the Rajah of Sikkim agrees to remove the seat of his Government from Thibet to Sikkim, and reside there for nine months in the year. It is further agreed that a Vakeel shall be

accredited by the Sikkim Government, who shall reside permanently at Darjeeling.

XXIII.

This Treaty, consisting of twenty-three Articles, being settled and concluded by the Honorable Ashley Eden, British Envoy, and His Highness Sekeong Kuzoo Sikkimputtee, Maha Rajah, at Tumloong, this 28th day of March 1861, corresponding with 17th Dao Neepoo 61, Mr. Eden has delivered to the Maha Rajah a copy of the same in English, with translation in Nagri and Bootiah, under the seal and signature of the said Honorable Ashley Eden, and His Highness the Sikkimputtee Maha Rajah, and the Sikkimputtee Maha Rajah has in like manner delivered to the said Hon'ble Ashley Eden another copy also in English, with translation in Nagri and Bootiah, bearing the seal of His Highness and the said Honorable Ashley Eden. The Envoy engages to procure the delivery to His Highness, within six weeks from this date, of a copy of this Treaty, duly ratified by His Excellency the Viceroy and Governor-General of India in Council, and this Treaty shall in the mean time be in full force.

Seal. (Signed) SIKEONG KUZOO SIKKIMPUTTEE.

(Signed) ASHLEY EDEN, *Envoy.* Seal.

(Signed) CANNING. Seal.

Ratified by His Excellency the Viceroy and Governor-General of India in Council, at Calcutta, on the sixteenth day of April 1861.

(Signed) C. U. AITCHISON,
Under-Secy. to the Govt. of India.

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From a Report by Major Dalton, Commissioner of Chota Nagpore.

THERE are 21 Mehals* which form the S. W. Frontier, and which may be classified in four groups, the Sumbulpore, Patna, and Sirgooja groups, and Singhboom. The territories comprised in the Sumbulpore and Patna groups were ceded to the British Government by the Treaty of 1803, with Ragojee Bhonsla.† With the exception of Raigurh, the Chief of which State was, as a reward for his fidelity and services, declared to be under the special protection of the British Government, all these States were restored to the Mahrattas in 1806. But in 1818 they reverted to the British Government, and were finally ceded by the Treaty of 1826.

† *See* Nagpore.

Advantage was taken of the circumstances under which Sumbulpore and Patna and their dependencies were found on their cession to annul the dependency of the other Zemindars on these two Chiefs, and in 1821 separate Sunnuds were granted by Government to each Zemindar, and separate Engagements taken. The Government from the first declined to issue any definite rules for the guidance of the Chiefs. The general line of policy to be adopted alone was indicated. The ascertained and generally admitted rights of the Rajah and the various classes of his subjects, and all customs of the country that were not incompatible with the usages of civilized nations, were to be strictly maintained. In regard to tribute, it was determined to adopt generally a lower scale than that which was levied under the Mahratta Government. Except with Raigurh, with which a final settlement (No. LXI.) was made in 1819, the settlements were all made for a

* *The Sumbulpore Group.*

1. Sumbulpore Proper.
2. Burgurh.
3. Raigurh.
4. Suktee.
5. Gangpore.
6. Sarungurh.
7. Bunnie.
8. Bamra.
9. Rehra Cole.
10. Sonepore.

The Patna Group.

1. Patna Proper.
2. Phooljhur.
3. Bora Samur.
4. Khuriar.
5. Bindra Nowagurh.

The Sirgooja Group.

1. Sirgooja Proper.
2. Jushpore
3. Oodeypore.
4. Korea.
5. Chang Bukar.

Singbhoom.

limited period. They were renewed in 1827, and though the Engagements entered into in that year were nominally for five years, they have never been renewed. One of these Engagements is given (No. LXII).

Separate Engagements, of which one is given (No. LXIII.), were taken from each Chief, binding him to the right administration of the Judicial and Police powers entrusted to him. In practice the powers of the Chiefs in criminal cases are limited to the infliction of seven years' imprisonment.

Sumbulpore Proper escheated to Government in 1849. In 1833 the Zemindar of Burgurh was convicted of rebellion, and his estate was conferred on the Rajah of Raigurh. The other Mehals remain on the same footing as they were left by the settlement of 1827.

With exception of Gangpore and Bunnie, all the districts in the Sumbulpore and Patna groups have been recently put under the administration of the Superintendent of the Cuttack Tributary Mehals.

The territories forming the Sirgooja group were ceded in 1817, and in 1818 Government sent a Superintendent to Sirgooja to restore order in the country, which had become distracted by domestic feuds. In 1820 and 1825 Engagements (No. LXIV. and LXV.) were made with the Chief of Sirgooja. In 1819 Engagements (No. LXVI. and LXVII.) were also taken from the Chiefs of Jushpore and Korea, of which latter State Chang Bukar was then a feudal dependency; but in 1848 separate Settlements (No. LXVIII.) were made with Korea and Chang Bukar.

The estate of Oodeypore was treated as a lapse in consequence of the Chief Dhiraj Sing having been convicted of manslaughter. In 1860 the State was conferred on Lall Bundeshuree Pershad Sing Deo Bahadoor, with whom an Agreement (No. LXIX.) was made.

The Singbhoom Country was never conquered by the Mahrattas, and was in the position of an Independent State, when Rajah Ghusham Sing tendered his allegiance to the British Government in 1818. The object of the Rajah was partly to be recognized as owning the allegiance of his kinsmen the Rajah of Seraikela and the Thakoor of Khursowan, and partly to procure assistance in subduing the refractory tribe of the Lurka Coles. The Rajah's pretensions to supremacy were not recognized. An Agreement (No. LXX.) was taken from him only as regards his own estate. It is believed that separate Engagements were taken from the Rajah of Seraikela and the Thakoor of Khursowan; but no copies of these are extant.

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The estate of the Rajah of Singbhoom, afterwards styled the Rajah of Porahat, was confiscated for rebellion in 1857.

The Lurka Coles were subdued in 1821, and an Agreement (No. LXXI.) was made with them, by which they bound themselves to be subject to the British Government, and to pay a fixed tribute to their Chiefs. But in consequence of repeated outrages it was found necessary to send a force against them in 1836, when fresh Engagements were verbally made and solemnly sworn to, by which they bound themselves to obey and pay revenue to the British Government. In the following year each of the headmen received a * Sunnud and pottah, in the former of which all the conditions which they had sworn to abide by were specified. Whenever a new headman is appointed, he receives a Sunnud, and swears to abide by the conditions. In 1857 a large number of the Lurka Coles espoused the cause of the Rajah of Porahat, but on the restoration of order they reverted to peaceful pursuits. The total revenue from the district is about Rupees 45,000. The expenditure, including a Police Battalion, amounts to about Rupees 30,000.

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* TRANSLATION of a SUNNUD given by CAPTAIN TICKELL to RAORIA MANKEE of Kowsillapossi, in Bur Peer, dated 10th December 1838.

Be it known to you, Raoria Mankee, of Kowsillapossi, in Bur Peer, that the post of Mankee in Bur Peer is given to you, therefore I give you this Sunnud under orders of the Agent, Governor-General, of the 10th December 1838. You must act in accordance therewith. In conformity with your Agreement, made in presence of the Agent, Governor-General, and Assistant Commissioner, you will be held responsible for all the crimes, *viz.*, theft, murder, dacoity, highway robbery, and plunder, &c., occurring in all the villages under your charge. If the revenue of your Illakah be not received on the fixed date, you will be held personally responsible for it: the Government revenue will be collected according to the current settlement, and such as may be hereafter made. You will perform your duties zealously, and must arrest and deliver up criminals. You must not willingly allow offenders to escape in any way, whether in consideration of relationship or bribes. If any offenders escape from another Illakah, and take refuge in your Illakah, you must arrest them and bring them to Court, and if you conceal them or favor their cause, it will be to your

discredit. You must report to the Court at once the occurrence of any theft, murder, dacoity, highway robbery, and plunder, &c., that takes place in your Illakah, and you are authorized to try and determine yourself petty cases, such as quarrels, altercations, &c., and report the fact to the Court. You are to remain loyal, and obey any orders given you by myself or any person constituted my successor. For your assistance a Moondah has been appointed in each village in your Illakah. They must obey your orders, and they will also promise before the Agent, Governor-General, and Assistant Commissioner, that they will obey their Mankee's orders, and aid him; whatever good or bad occurs in their respective village, they must report it to the Mankee; if they cannot find the Mankee, they will report the fact to the Naib Mankee. If I become ill or go to some other place on my own business, another Officer will be appointed to discharge the duties entrusted to me at present. Moreover, if you receive orders to arrest any offender either from the Assistant Commissioner or Acting Assistant Commissioner, you must arrest the offender and bring him to Court. If the offender absconds from your Illakah to any other, you must trace and arrest him. Or if the Mankee of other Illakah requires assistance from you to apprehend a felon, you must comply instantly, and make no excuse, and exert yourself to the utmost, so that the felon may be secured. If you be ill, or may have occasion to visit other villages, you must entrust your duties to your Naib. He is appointed by Government for those duties. Moreover, if you see that you will be detained for some time at some place on your own business, you must report that to the Court—that there may exist no anxiety in your mind. If you receive any orders from any Rajah, Baboo, Zemindar, or Karpurdauz, on any pretence whatever, you must not fail in your engagement; on the contrary, you must arrest the bearer of the said order, and bring him to the Assistant Commissioner or to the Officer in charge for the time being. If any body disturbs the peace of your Illakah, you must collect your force or followers, and arrest the man and bring him to the Assistant Commissioner. If the disturber of the peace leaves your Illakah for another, you must go there, apprehend him, and bring him to Court, and must not knowingly let him escape: you must always act up to the above instructions. You will receive a

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separate Pottah, and will receive one-tenth out of the revenue which will be collected by Government from your Illakah. If you neglect the discharge of the Government duties entrusted to you, then the tenth part of the revenue promised to be paid to you will be withheld, and the pottah of the Mankeeship will be taken back and given to some other person: you must keep this as a Sunnud.

TRANSLATION of a POTTAH given by CAPTAIN TICKELL to RAORIA MANKEE of KOWSILLAPOSSI, in Bur Peer, dated 19th March 1839.

Be it known to Baoria Mankee of Kowsillapossi, in "Sath Bunturia": the undermentioned villages are entrusted to you. You are nominated Mankee of those villages: you must keep the ryots in those villages satisfied, and settle them. You must be attentive to the Government orders, and collect the revenue of your Illakah according to the settlement, and bring it yourself. Whatever revenue will come from any village, one-sixth of it will be given to the Moondah, and from the remainder you will get one-tenth. Therefore this Pottah is given to you.

(Here follows specification of villages.)

No. LXI.

KUBOOLYUT executed by RAJAH JOOJHAR SING of Raigurh, dated 25th May 1819.

Whereas a settlement in perpetuity of the whole of Raigurh, with its Tuppahs, Pilka, Tarapore, and Khass Raigurh, from $\frac{1226}{1075}$ F. has been concluded with me, I, Rajah Joojhar Sing of Raigurh, do voluntarily agree and promise to pay, without alleging any pretext, an annual tribute of 30 Gold Mohurs as a mark of my allegiance to the British Government. The tribute will be paid in one instalment in the month of Cheyt.

No. LXII.

KUBOOLYUT executed by MAHARAJAH BHOOPAL DEO of Patna, dated 17th February 1827 A. D.

Whereas the whole of Khalsa Patna, which is my Zemindarry, has been settled with me for five years, from 1236* to 1240 Nagpore year, at an annual jumma of Sicca Rupees 562-8-0, or an aggregate jumma of Rupees 2,812-8-0, including "Mal," "Abwab Muhmoolee," or other customary duties, excepting unclaimed and intestate property, Khyrat, Jaghire, "Bishoon-peerect" endowments, I, Maharajah Bhoopal Deo of Patna, do freely and voluntarily execute this Agreement, in which I promise that I will, according to the prescribed instalments and without pleading any excuse on the score of drought or diluvion, punctually pay in my revenue at Sumbulpore every year. I will conciliate my ryots, and adopt such measures as shall tend to the improvement of my estate. I will not harbour offenders against public justice, such as highwaymen, dacoits, thieves, and such like characters; and should I detect any such persons within my estate, I will promptly apprehend and bring them to justice. I will duly report to the authorities all that occurs within my estate.

* A. D. 1826-27 to 1830-31.

(Here follows the specification alluded to.)

No. LXIII.

TRANSLATION of a KUBOOLYUT executed by MAHARAJAH MAHARAJ SAHEE of Sumbulpore, binding himself to the right discharge of Police and Judicial duties, dated 22nd February 1827.

Whereas I, Maharajah Maharaj Sahee of Sumbulpore, have been vested with authority from the Government to administer justice, and to conduct Police duties within the limits of my estate, and I have voluntarily accepted the obligation, I do hereby promise that I will, with all faithfulness and integrity, discharge the duties entrusted to

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me. I will conscientiously and impartially decide all civil causes. I will hear and properly investigate all suits preferred to me; and I will, to the utmost of my ability, give no reason to any one for dissatisfaction. If the litigating parties desire arbitration, I will permit them to have recourse to that mode of settling their differences, and I will direct the Punchayet to decide with conscientiousness and impartiality. I will promptly investigate all heinous offences, such as dacoity, plunder, murder, wounding, burglary, theft, highway robbery, &c., that may occur. I will apprehend the offenders, and after duly recording the depositions, I will passan impartial judgment. I will report all that occurs within my estate to the Authorities. I will submit regularly, on the 5th of each month, a Statement of Crimes; and I will never be guilty of concealing any offence. I will not myself oppress, nor will I suffer my "Amlahs" to oppress any of my ryots, or any persons residing within my estate. I will not by oppression, confinement, or otherwise, levy the cesses prohibited by Government; and I will not appropriate unclaimed or intestate property; it belongs to the Government. All such property I will take charge of and report to Government for orders. I will be personally responsible in the event of the terms above agreed to being violated; and should a breach of engagement be proved against me, I will render myself liable to any penalty that may be imposed on me for such offence.

No. LXIV.

KUBOOLYUT of RAJAH UMMER SING, Zemindar of Sirgooja, dated 15th June 1820.

Whereas by the explicit Orders of His Excellency the Governor General in Council, I, Rajah Ummer Sing, have been elevated to the "Guddee" of the Raj of Sirgooja, I do hereby promise that I will cordially yield obedience to the British Government, and that I will never swerve from my allegiance to them. I will pay the revenue (Malgoozaree) I have stipulated for, without claiming remission on any plea whatsoever.

No. LXV.

Pottah given to Rajah Ummer Sing, of Sirgooja, dated 24th February 1825.

Whereas under sanction of the Government the whole Pergunnah of Sirgooja, with the Khalsa lands and Tuppahs, have been settled with Rajah Ummer Sing for five years, from 1232 to 1236 F., at an annual jumma of Sicca Rupees 3,001, including "Mal," "Sayer," 'Abwab Muhmoolee," or customary dues, "Julkur and Bunkur," "Tar and Muhoowa" gardens, excepting Lakheraj lands, intestate and unclaimed property, and such cesses as have been prohibited by Government, and the said Rajah has agreed to pay in the stipulated jumma without pleading bad seasons or other calamity; it becomes the said Rajah to take measures for the improvement of his estate, to conciliate his Zemindars, Jaghirdars, Ryots, and all residing on his estate, and to pay his revenue (Malgoozary) into the Government Treasury annually and punctually, according to the instalments agreed upon. He is not to plead drought or diluvion, or the absconding of his ryots. He must exert himself with a view to reclaiming waste lands, and thereby increasing his cultivation. He must not harbour thieves or highwaymen, and such like. All suspicious characters of this description he must apprehend and bring to justice. He must obey and carry out all orders received from the Officers of Government, and he must invariably and duly report all that occurs in the Pergunnah.

(Here comes specification of instalments.)

No. LXVI.

Kubooluut of Rajah Ram Sing, Zemindar of Jushpore, dated 8th June 1819 A. D.

Whereas a settlement of the whole of Pergunnah Jushpore and its dependency Korea, both included within Pergunnah Sirgooja, has been made with me by the British Government, on the payment to the

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Government of an annual tribute of Rupees 1,000 local currency,* I, Rajah Ram Sing, Zemindar of Pergunnah Jushpore, do hereby, of my own free will and accord, promise, in presence of Captain Sinnock, Superintendent of the Affairs of Sirgooja, that I will not plead any excuse on the score of calamity, or other cause for non-payment; but according to the Kistbundee given below, I will, year by year, and instalment by instalment, pay the said tribute from the year 1876 Sumbut into the Treasury of Ranee Bishoon Koonwaree, Zemindar of Sirgooja, through Lall Hurnath Sing, Tehsildar of the Ranee.

* Nagpore Rupees, or 775 Company's Rupees.

(Here comes specification of instalments.)

No. LXVII.

KUBOOLYUT of RAJAH GUREEB SING of Korea, dated 24th December 1819.

Whereas a settlement of Pergunnah Korea, which is my estate, has been concluded with me by Captain Sinnock, Superintendent of the Affairs of Sirgooja, at an annual jumma of Rupees 400, "Hursunna" for 1227 F., I freely and of my own accord engage to pay annually the above sum as Malgoozaree to the British Government, kist by kist, according to the subjoined Kistbundee. I will plead no excuse for non-payment.

(Specification of kists here given.)

No. LXVIII.

KUBOOLYUT of RAJAH UMOLE SING, Proprietor of Pergunnah Korea, dated 3rd January 1848.

Whereas, with the sanction of the Government conveyed in their Secretary's letters No. 27, dated 17th May 1847, and No. 48, dated

5th July following, I, the Agent to the Governor-General at Ranchee, in Chota Nagpore, have concluded with you, Rajah Umole Sing, Zemindar and proprietor of Pergunnah Korea, a settlement of that Pergunnah, containing 350 Mouzahs, "Uslee and Dakhilee," with a right to all cultivated and waste land, jungles and hills, jheel and beel, reservoir, tanks, wells, "kutcha and pucka," "Julker" (fisheries), Bunker, and Putker (forest produce), ponds, groves of "Tar, Muhoowa, and Mango," productive and unproductive, at an annual jumma of Company's Rupees 400 for ten years, from 1255 to 1264 F., excepting Lakheraj, Khyrat, Bishoonpeereet, Aina, Brahmotur, and Shibotur lands, Abwabs and Sayer, Gunjeat, Tuhbazaaree, Dân, and other Bazaar dues, it becomes you to conciliate and render contented all resident, as well as Pyekasht, Ryots in your villages, together with the Illaquadars of the said Pergunnah, to take proper measures for the improvement of your estate and the collection of the revenue. You should exert yourself with a view to extend cultivation, and let the fruits of your exertions become apparent. You should pay into the Government Treasury the revenue at which your estate has been assessed, according to the terms of the settlement, kist by kist, and year by year, without alleging any plea; and as is customary, you will obtain an acquittance at the close of the year. You must not exact from any one the following cesses prohibited by the Government: Rukham Sayer, Zukhat, Gunjeat, Tuhbaazaree, and other Abwabs; and you must not permit any one to collect or exact these cesses within your estate; you must not, without the sanction of Government, grant any lands rent-free. You have no right to the produce of gold, silver, coal or diamond mines, or to any minerals whatever under ground within Pergunnah Korea. All these belong to the Government. You must claim no remission of the revenue fixed by the present settlement on the plea of drought or diluvion, or absconding of ryots. No such plea will be admitted. You must guard every corner of your estate, so that nothing untoward fall out. You must guard the Passes and permit travellers to have free ingress and egress, without molestation. You must not harbour within your estate thieves, dacoits, thugs, kuzzacks, and other bad characters. You must exercise such vigilance and adopt such measures that no man shall oppress his neighbor, and

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that such crimes as dacoity, highway robbery, thuggee, theft, &c., shall be suppressed. All the profits you acquire by increasing cultivation within your estates will be your own. You must render unhesitating obedience to the Government, and you must never evince any inclination to resist their orders. Until the appointment of a British Officer to the Pergunnah, the Police duties will be conducted by you. All Police and Foujdarry cases, heinous and petty, that occur within your estate, you will promptly investigate and decide according to the method approved by the Authorities, and you will report the result to them. You will, like all other Zemindars, perform Police duties. When the time arrives for the appointment of a British Officer, he will superintend the Police and conduct all cases, Dewannee and Foujdarry, and you will even then continue to perform Police duties. You will be responsible for all crimes committed within your estate, and you will exercise the same Police powers as the Illaquadars of Jubbulpore and Sagur. Your responsibility, too, will be the same as theirs. You must not conceal any crime or hush up a case, but you must decide it impartially. You must submit to the Agent, Governor-General, Monthly Criminal Returns and Reports. If you fail in the payment of the Government revenue, and if it be proved that you are guilty of neglect of your Police duties, of disobedience of orders, of the crime of oppression and tyranny over your Ryots, or of taking or giving bad counsel, the whole Zemindarry of the said Pergunnah will be resumed by the Government, and you will be debarred from all interference with it. In the above event, the Orders of Government are positive; you should therefore be cautious and vigilant in all respects.

N. B.—The Agreement with the Bhukar Zemindar was drawn up in the same terms precisely.

No. LXIX.

TRANSLATION of the SUNNUD granted to RAJAH BINDESSUREE PERSHAD SING DEO, Bahadoor, of Oodeypore, by the COMMISSIONER OF CHOTA NAGPORE, dated 12th December 1860.

Whereas in lieu of the loyal services rendered by you, the Pergunnah of Oodeypore has been bestowed to you by the Government, with the title of Rajah Bahadoor, and a Sword and Sunnud, with the Signature and Seal of His Excellency the Viceroy and Governor-General of India, and whereas the sum of Rupees 533-5-4 is fixed for the tribute of the said Pergunnah, and the sum of 500 Rupees is paid out of the collections of the said Pergunnah to Ranee Bunkoonwaree, widow of the late Nursing Deo, Ex-Rajah of Oodeypore, as a Pension, and whereas the sum of one Rupee per diem is at present paid by Government to the families of Dheeraj Sing and Sewraj Sing for their support, these items are due and obligatory on you to be discharged. It is therefore necessary that you pay into Government Treasury, annually by three instalments, the sum of Rupees 533-5-4 on account of the tribute of the said Pergunnah, and the amount of 500 Rupees on account of the Pension of Ranee Bunkoonwaree, during her life, and for the present a sum of one Rupee per diem for the maintenance of Dheeraj and Sewraj Sing's families, and in future whatever amount may be fixed for their support you will, without objection, pay into the Government Treasury, and will continue to enjoy the Pergunnah bestowed on you and the heirs male of your body; you will remain firm in your alliance to render all such services as may be required of you by the British Government.

(Signed) E. T. DALTON,
Commissioner of Chota Nagpore.

TRANSLATION of the AGREEMENT tendered by RAJAH BINDESSUREE PERSHAD SING DEO, Bahadoor, of Oodeypore, dated 12th December 1860, corresponding with the 15th Aghun 1268 Fuslee.

Whereas I, Bindessuree Pershad Sing Deo, having received through the favor of the Government the Pergunnah of Oodeypore, with the

S. W. FRONTIER. No. LXIX.

title of Rajah Bahadoor, as also a Sword with a Sunnud under the autograph of His Excellency the Viceroy and Governor-General of India; whereas the annual tribute of the said Pergunnah is fixed at Rupees 533-5-4, and whereas 500 Rupees are paid out of the collections of the said Pergunnah as a Pension to Ranee Bunkoonwaree, relict of the late Nursing Deo, Ex-Rajah of Oodeypore; and whereas an allowance of one Rupee per diem is paid by Government to the families of Dheeraj Sing and Sewraj Sing for their maintenance, it is a stringent and bounden duty on me to discharge myself all these items. I do therefore promise and place on record that I will pay per annum the sum of Rupees 533-5-4 by three instalments on account of the tribute, and 500 Rupees as a stipendiary grant to Ranee Bunkoonwaree, during her natural life; and will further pay for the present one Rupee a day towards the maintenance of Dheeraj and Sewraj Sing's families, and in future I will pay without objection such amount as the Commissioner of Chota Nagpore shall be pleased to fix for their support, and will continue myself to enjoy the estate bestowed on me and the heirs, &c., and evince always my unflinching zeal and loyalty to the British Government, and be ready to render all services required of me by the British Government. Wherefore I do write these few lines by way of Agreement to be used when required.

(Signed) BINDESSUREE PERSHAD SING DEO,
Rajah of Oodeypore.

TRANSLATION of an AGREEMENT tendered by RAJAH BINDESSUREE PERSHAD SING DEO, Bahadoor, of Oodeypore, regarding the Police administration, dated 12th December 1860, corresponding with the 15th Aghun 1268 F. S.

Whereas the Police duties of Pergunnah Oodeypore have been consigned to me by the Government, and I have of my own free will and accord taken them upon myself, I do therefore promise and place on record that I will discharge the duties thereof faithfully and honorably; and whatever suits may be instituted for debts, &c., I will decide impartially and honestly, and will listen to all pleas that may be given. If both parties shall agree to have their dispute decided by arbitration, I will appoint arbitrators, and instruct them to adjust the suit without

partiality. In the heinous criminal cases, *viz.* dacoity, plunder, murder, wounding, burglary, theft, and highway robbery, &c., which may be perpetrated in my jurisdiction, I will make thorough inquiries, and apprehend the offenders and impartially investigate the case. I will send reports of all such cases to the Commissioner. In cases where sentence of more than two years' imprisonment should seem to me necessary, I will submit the records, after proper investigation, to the Commissioner, as is customary in this Commissionership. I will transmit the monthly papers, &c., on the 5th of every succeeding month, and will not conceal any crime. I will not be guilty of any oppression or hardship on the inhabitants of the said Pergunnah. I will also keep up a vigilant watch on my Amlahs, that they may not oppress the Ryots. I will not impose or confine any one on account of the prohibited duties. I have no claim on the intestate property, it all belongs to Government, and whatever such property shall come into my hands I will report about it to the Commissioner. If I act contrary to the foregoing stipulations, I shall be held responsible for it, and if it is proved on me I shall submit to the orders passed for me. Wherefore I do write these few lines in the shape of an Agreement to be used when required.

(Signed) BINDESSUREE PERSHAD SING DEO, *Bahadoor*,
Rajah of Oodeypore.

No. LXX.

TRANSLATION of a KUBOOLYUT taken from RAJAH GHUNSHAM SING DEO of Porahat, in Singhboom, dated 1st February 1820.

Whereas His Excellency the Most Noble the Governor-General in Council has been graciously pleased to extend to me the protection of the Honorable Company, and to admit me within the list of Feudal Tributaries of the British Empire in India, I hereby engage and bind myself and my posterity to a loyal devotion to the interests of my new

S. W. FRONTIER. No. LXXI.

Sovereign, and the most implicit obedience to such orders as I or they may, from time to time, receive from a competent Authority. I further engage, for the purpose of marking my Feudal dependence on the British Government, to pay an annual tribute of 101 Sicca Rupees to be given with the year 1226 (1st Bhadon) 1818, and to be paid in the month of Poos, to the person who may be appointed to receive it by His Lordship in Council.

Should I or my posterity wilfully fail in the observance of these stipulations, I hereby declare myself and them liable to such notice of or punishment for the infringement, as it may appear to the British Government for the time being to deserve.

TRANSLATION of the POTTAH given to RAJAH GHUNSHAM SING DEO of Porahat, in Singhboom, dated 1st February 1820.

In return for the Engagement which you have executed and delivered to Captain Ruddell, I am authorized and directed by the British Government to assure you of the protection of the Honorable Company, the efficient benefit of which, in your maintenance in all your existing rights, privileges, and possessions, you and your posterity will continue to enjoy, so long as you and they shall faithfully abide by the stipulations to which you have pledged yourself and them.

No. LXXI.

AGREEMENT of LURKA COLES in 1821.

First.—We acknowledge ourselves to be subject to the British Government, and engage to be loyal and obedient to its authority.

Secondly.—We agree to pay to our Chief or Zemindar eight annas for each plough for the five years next ensuing, and afterwards one Rupee if our circumstances admit of it.

Thirdly.—We engage to keep the road through our Pergunnahs open and safe for all descriptions of travellers, and if robbery take

place, to deliver the thief to justice, and account for the property stolen.

Fourthly.—We will allow persons of all castes to settle in our villages and afford them protection; we will also encourage our children to learn the Ooriah or Hindi Tongues.

Lastly.—If we should be oppressed by our Chiefs or Zemindars, we will not resort to arms for redress, but complain to the Officers Commanding the Troops on our Frontier, or to some other competent authority.

CUTTACK TRIBUTARY MEHALS.

UNDER the Commissioner of Cuttack, as Superintendent, there are eighteen estates,* known as the Tributary Mehals. Two of these, Angool and Banki, have been annexed by Government for the misconduct of the Rajahs. The other sixteen are held by Tributary Rajahs, who administer Civil and Criminal Justice, controlled only by the undefined authority of the Superintendent. Claims to succession to these Mehals are decided according to Regulation XI. of 1816.

*1. Mohurbhunj
2. Keonjhur.
3. Nilgurh.
4. Dekanal.
5. Angool.
6. Duspulla.
7. Talchir.
8. Hindole.
9. Nursingpore.
10. Tigeria.
11. Barumba.
12. Kundiaparra.
13. Nyagurh.
14. Runpore.
15. Autgurh.
16. Banki.
17. Boad.
18. Autmullick.

The most powerful Chiefs of the Tributary Mehals are the Rajahs of Mohurbhunj and Keonjhur, both of whom rendered good service during the Mutinies.

The Engagements with the Chiefs of the Tributary Mehals (Nos. LXXII. to LXXIX.) sufficiently explain the nature of their relations with the British Government.

No. LXXII.

TREATY ENGAGEMENT executed by the RAJAH OF KILLAH MOHURBHUNJ, a Tributary Mehal subordinate to Cuttack, in the Soobah of Orissa.

I, Rajah Judoonauth Bhunj, Bahadoor, of Killah Mohurbhunj, of Cuttack, do enter truly and honestly into this Engagement executed by me to the Government of the Honorable East India Company as hereinafter contained, to wit :—

Clause I.—I will always maintain myself in submission and loyalty to the Honorable East India Company's Government.

Clause II.—I engage for myself and my heirs and successors to pay annually in perpetuity, and without demur or excuse, as peshkus for the said Killah, 1,001 Sicca Rupees, in the following instalments, to the said Government.

Clause III.—If any resident of the said Soobah of Orissa should flee and come into my territories, I engage, on demand, to cause him to be immediately apprehended, and send him on to the authorities (for the time being).

Clause IV.—If any ryot belonging to my territories should commit an offence within the Mogulbundi boundaries, then, on demand to that effect, I engage to cause such offender to be apprehended and sent to the Authorities for trial. And should I have ground of claim on any resident of the Mogulbundi, I will refrain from enforcing such claim on such person of my own motion, but will notify the circumstance to the Authorities, and act on such orders I may from him receive.

Clause V.—I engage that whenever the troops of the Honorable Company's Government shall pass through my territories, I will direct the people of my Killah to supply, to the extent of their capability, all russud and supplies, which shall be sold at fair prices. Further, I will on no manner of pretext whatever ever stop or detain, or offer any let or hinderance to, any subject of the Honorable Company's Government, or to any other person whatever who may be proceeding by land or water with goods or orders, or with any perwannah on the part of Government through my boundaries, and will rather take care that no loss or inconvenience shall befal such parties in life or goods.

Clause VI.—In case any neighboring Rajah or any other person whatever shall offer opposition to the said Government, I engage, on demand and without demur, to depute a contingent force of my own troops with the forces of Government for the purpose of coercion and the bringing of such recusant into subjection to the aforesaid Government. Such contingent to receive only rations (or ration allowances) agreeably to the previously current practice, so long as they shall be present.

Clause VII.—Whereas I have a six-anna claim on the Government on account of the Khoonta Ghât or Ferry, I now of my own free will relinquish such claim, and agree and hereby declare that any such

CUTTACK TRIBUTARY MEHALS. No. LXXIII.

claim made by me, or that shall be made by my heirs and successors shall be false, and to be rejected.

The instalments shall be as follows :—

In Cheyt	...	...	...	Rupees	335
„ Jeyt	...	...	...	„	335
„ Asar	...	...	...	„	331

Signed by Rajah.

Dated 1829, *June* 1*st.*

Witnessed by

1. SADHOO BHOOEA, *of Mouza Gounteapore, Mohurbhunj.*
2. RAM JENNA, *of Totaparra, Killah Mohurbhunj.*

(True translation)

WM. L. DACEY,
Ooriah Translator to Government.

No. LXXIII.

TREATY ENGAGEMENT executed by the RAJAH OF KILLAH KEONJHUR, a Tributary Mehal subordinate to Cuttack, to the HONORABLE EAST INDIA COMPANY'S SPECIAL COMMISSIONERS for the Soobah of Orissa, MESSRS. HARCOURT and MELVILLE.

I, Rajah Junardun Bhunj, of Killah Keonjhur, in the Soobah of Orissa, engage faithfully and correctly to abide by this Engagement, entered into by me with the Honorable East India Company, as contained in the following Clauses, to wit :—

Clause I.—I will continue in constant friendship with the Honorable East India Company, holding myself in submission and loyalty to them, and regarding their enemies as my enemies.

Clause II.—I will continue to pay, without demur, to the said Government as my annual peshkus or tribute 12,000 kahuns of Cowrees in three instalments, as specified herein below.

Clause III.—I will, on demand to that effect, cause any person who is an inhabitant of the Soobah appertaining to the Honorable Company

aforesaid, and who may have fled and come into my territory, to be forthwith arrested and delivered over to the Government.

Clause IV.—Should any person, who is a resident in my territories, commit a crime within the limits of the Mogulbundi, I hereby engage, on demand to that effect, to cause such person to be arrested and delivered over to the Government Authority. Moreover, I further bind myself, in cases where I may possess any claim or demand on one who is an inhabitant of the Mogulbundi, not of my own authority to enforce such claim, but I will notify the same to the constituted Authority, and will act in accordance with such orders as may issue from him.

Clause V.—I will take measures of precaution and care within my own territories, so as to prevent the passage, within my boundaries, of any troops, horse or foot, who may be the enemies of the said Company.

The tribute to be paid in the following instalments, to wit:—

In the month of Cheyt	...	... 4,000 kahuns.
Ditto ditto Jeyt	...	... 4,000 „
Ditto ditto Asar	...	... 4,000 „

Dated 16*th December* 1804.
1*st Ramazan* 1211.

(True translation)
WM. L. DACEY,
Ooriah Translator to Government.

No. LXXIV.

KAOOL-NAMAH OR COUNTER-ENGAGEMENT given on behalf of the GOVERNMENT to JONARDUN BHUNJ, Rajah of Killah Keonjhur, 16th December (1803), and delivered to Persadee Doss, Vakeel.

We, Lieutenant-Colonel George Harcourt, Commanding the victorious troops of the Honorable East India Company, and Commissioner of the Soobah of Orissa, and John Melville, Commissioner of the same,

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appointed by the Most Noble the Marquis of Wellesley, Governor-General, for the settlement and pacification of the said Soobah, do, on behalf of the East India Company, execute this acknowledgment as set forth in the following paras., to Rajah Jonardun Bhunj of Killah Keonjhur, in the said Soobah of Orissa.

Clause I.—We agree that the whole of the lands, whether called Mogulbundi or by any other name, which were in the possession and enjoyment of the said Rajah of Keonjhur, during the time of the Mahratta Sovereignty, shall belong in perpetuity to the said Rajah of Keonjhur, and further, we agree that besides the peshkus (or tribute) hereinafter specified, no demands shall be made or levied from him.

Clause II.—The annual peshkus (or tribute) payable for the Rajgee of the said Killah, is fixed in perpetuity at 12,000 kahuns of Cowrees, and no further payment, however trifling, whether as Nuzzur or supplies, or under whatsoever name, shall be demanded or taken from the said Rajah.

Clause III.—Any just representation, made by the Rajah of the said Killah, shall receive, on the part of the Honorable Company's Government, an answer in accord with the amity subsisting with the said Rajah.

(Signed) G. HARCOURT, *Lieut.-Colonel.*
„ J. MELVILLE.

(A true translation)
WM. L. DACEY,
Ooriah Translator to Government.

No. LXXV.

TREATY ENGAGEMENT executed by the RAJAH OF KILLAH NURSINGPORE, a Tributary Mehal subordinate to Cuttack, to the HONORABLE EAST INDIA COMPANY'S SPECIAL COMMISSIONERS for the Soobah of Orissa, MESSRS. HARCOURT and MELVILLE.

I, Man Sing Hurcechundun, Rajah of Killah Nursingpore, in the Soobah of Orissa, engage faithfully and correctly to abide by this

Engagement, entered into by me with the Honorable East India Company, as contained in the following Clauses, to wit:—

Clause I.—I will always hold myself in submission and loyal obedience to the Honorable East India Company aforesaid.

Clause II.—I will continue to pay, without demur, to the said Government, as my annual peshkus or tribute, 6,601 kahuns of Cowrees, in three instalments, as specified herein below.

Clause III.—I will, on demand to that effect, cause any person who is an inhabitant of the Soobah appertaining to the Honorable Company aforesaid, and who may have fled and come into my territory, to be forthwith arrested and delivered over to the Government.

Clause IV.—Should any person, who is a resident in my territories, commit a crime within the limits of the Mogulbundi, I hereby engage, on demand to that effect, to cause such person to be arrested and delivered over to the Government Authority. Moreover, I further bind myself, in cases where I may possess any claim or demand on one who is an inhabitant of the Mogulbundi, not of my own authority to enforce such claim; but I will notify the same to the constituted authority, and will act in accordance with such orders as may issue from him.

Clause V.—I engage that whenever the troops of the Honorable Company's Government shall pass through my territories, I will direct the people of my Killah to supply, to the extent of their capability, all russud and supplies, which shall be sold at fair prices. Further, I will, on no manner of pretext whatever, ever stop or detain, or offer any let or hinderance to, any subject of the Honorable Company's Government, or to any other person whatsoever, who may be proceeding by land or water, with goods, or orders, or with any perwannah on the part of Government, through my boundaries, and will rather take care that no loss or inconvenience shall befal such parties in life or goods.

Clause VI.—In case any neighboring Rajah or any other person whatever shall offer opposition to the said Government, I engage, on demand and without demur, to depute a contingent force of my own troops with the forces of Government for the purpose of coercion and investigation, and the bringing of such recusant into subjection to the aforesaid Government. Such contingent to receive only rations (or

CUTTACK TRIBUTARY MEHALS. No. LXXV.

ration allowances) agreeably to the previously-current practice, so long as they shall be present.

These shall be the instalments of my peshkus, to be paid :—

In the month of	Cheyt.....	2,200 kahuns.
Ditto	Jeyt	2,200 ,,
Ditto	Asar	2,201 ,,

Dated the 24th November 1803.

Saban 8th, 1211 *Umlee.*

N. B.—The Rajahs of the following Killahs or Tributary States, subordinate to Cuttack, are bound by precisely similar Treaty Engagements taken at the same time. Their names and amount of tribute are added below : but the amount of tribute has in some cases been subsequently altered :—

1. Killah Autgur—Rajah Sreekurn Gopenath Buburta Putnaick.
   Tribute, 28,111 kahuns.
2. Killah Baramba—Rajah Pindik Mungraj.
   Tribute, 6,340 kahuns.
3. Killah Talchere—Rajah Bhageruthee Beerbur Hurreechundun.
   Tribute, 6,715 kahuns.
4. Killah Tigereah—Rajah Chumput Sing.
   Tribute, 4,000 kahuns.
5. Killah Hindole—Rajah Kissen Chunder Murdraj Jugdeo.
   Tribute, 2,500 kahuns.
6. Killah Khandeaparra—Rajah Bhoerbur Ray.
   Tribute, 24,100 kahuns.
7. Killah Dhenkanal—Rajah Ramchunder Mohendro Bahadoor.
   Tribute, 23,125 kahuns.
8. Killah Runpore—Rajah Bujradhur Nurindra.
   Tribute, 6,000 kahuns.
9. Killah Nyagur—Rajah Mandhata.
   Tribute, 26,450 kahuns.
10. Killah Neelgiri—Rajah Ramchunder Murdraj Hurrechundun.
    Tribute, 23,400 kahuns.

No. LXXVI.

KAOOL-NAMAH executed to RAJAH MAN SING HURREECHUNDUN, Rajah of Nursingpore, by the HONORABLE EAST INDIA COMPANY'S COMMISSIONERS for the Soobah of Cuttack.

We, Lieutenant-Colonel George Harcourt, commanding the victorious troops of the Honorable East India Company, and Commissioner of the Soobah of Orissa, and John Melville, Commissioner of the same, appointed by the Most Noble the Marquis of Wellesley, Governor-General, for the settlement and pacification of the said Soobah, do, on behalf of the East India Company, execute this acknowledgment as set forth in the following paras., to Rajah Man Sing Hurreechundun, Rajah of Killah Nûrsingpore, in the said Soobah of Orissa.

Clause I.—The annual peshkus payable by the Rajah for his Rajgee of the said Killah, is fixed in perpetuity at 6,601 kahuns.

Clause II.—No further demand, however small, shall be made on the said Rajah or received from him, as Nuzzur supplies, or otherwise.

Clause III.—The Government of the Honorable East India Company, it is well known, is ever gracious to those Rajahs who are always loyal and obedient to them, and constant in the impartial administration of justice to all its subjects alike, and therefore in like manner extends the same impartiality to the Rajahs, such as have been indicated above, and seeks always their prosperity and peace. Therefore any just representation or complaints made to the Government by the said Rajah of Nursingpore, will meet with a decision in accord with justice.

Dated 22nd November 1803.
Sabun 6th, 1211.

(Signed) G. HARCOURT, *Lieut-Colonel,*
„ J. MELVILLE, } *Commissioners.*

Similar acknowledgments were given to the following Rajahs and Zemindars:—

1. Rajah of Killah Kanika.
2. Ditto of ditto Koojung.
3. Ditto of ditto Khorda.
4. Ditto of ditto Tigherea.

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5. Rajah of Killah Aul.
6. Ditto of ditto Dhenkanal.
7. Ditto of ditto Runpore.
8. Ditto of ditto Barumba.
9. Ditto of ditto Khandparra.
10. Ditto of ditto Nyagur.
11. Ditto of ditto Bankee.
12. Ditto of ditto Talchere.
13. Ditto of ditto Jourmoo.
14. Ditto of ditto Atgur.
15. Ditto of ditto Harispore.
16. Ditto of ditto Bishenpore.
17. Ditto of ditto Murickpore.
18. Ditto of ditto Neelgiri.
19. Ditto of ditto Puttea.
20. Ditto of ditto Hindole.
21. Ditto of ditto Ungool.
22. Ditto of ditto Sookinda.

(A true translation)

WM. L. DACEY,
Ooriah Translator to Government.

No. LXXVII.

TREATY ENGAGEMENT executed by GOUREE CHURN BHUNJ, Rajah of Killah Duspullah, a Hill State tributary to Cuttack, to the HONORABLE COMPANY'S SPECIAL COMMISSIONERS for the Soobah of Orissa, MESSRS. HARCOURT and MELVILLE.

I, Rajah Gouree Churn Bhunj of Killah Duspullah, in the Soobah of Orissa, do hereby engage faithfully and correctly to abide by this Engagement entered into by me with the Honorable East India Company, and contained in the following Clauses, to wit:—

Clause I.—I will always hold myself in submission and loyal obedience to the Honorable East India Company aforesaid.

Clause II.—I hereby engage to preserve in safe keeping the "Ghattee" or Pass called Burmool, and if at any time troops, horse or foot, without the orders of the said Company's Government, endeavor to cross the said Pass, I engage to prevent them so doing. In case any larger body of troops should endeavor to force the Pass, I will forward immediate intimation of the circumstance to the constituted authorities, and meanwhile, till such time as the Government troops shall arrive on the spot, I will oppose the forcing of the Pass with my own forces.

Clause III.—I will, on demand to that effect, cause any person who is an inhabitant of the Soobah appertaining to the Honorable Company aforesaid, and who may have fled and come into my territory, to be forthwith arrested and delivered over to the Government.

Clause IV.—Should any person who is a resident in my territories commit a crime within the limits of the Mogulbundi, I hereby engage, on demand to that effect, to cause such person to be arrested and delivered over to the Government Authorities. Moreover, I further bind myself, in cases where I may possess any claim or demand on one who is an inhabitant of the Mogulbundi, not of my own authority to enforce such claim, but I will notify the same to the constituted authority, and will act in accordance with such orders as may issue from him.

Clause V.—I engage that whenever the troops of the Honorable Company's Government shall pass through my territories, I will direct the people of my Killah to supply to the extent of their capability all "russud" and supplies, which shall be sold at fair prices. Further, I will on no manner of pretext whatever ever stop or detain, or offer any let or hinderance to, any subject of the Honorable Company's Government or to any other person whatsoever, who may be proceeding by land or water, with goods or orders, or with any Perwannah on the part of Government, through my boundaries, and will rather take care that no loss or inconvenience shall befal such parties in life or goods.

Clause VI.—In case any neighboring Rajah, or any other person whatever, shall offer opposition to the said Government, I engage, on demand and without demur, to depute a contingent force of my own troops with the forces of Government for the purposes of coercion and investigation, and the bringing of such recusant into subjection to the aforesaid Government, such contingent to receive only rations (or

CUTTACK TRIBUTARY MEHALS. No. LXXVII.

ration allowance) agreeably to the previously current practice, so long as they shall be present.

(True translation)
WM. L. DACEY,
Ooriah Translator to Government.

KAOOL-NAMAH or COUNTER-ENGAGEMENT given on behalf of the Government to RAJAH GOUREE CHURN BHUNJ of Killah Duspulla, by the HONORABLE EAST INDIA COMPANY'S COMMISSIONERS for the Soobah of Cuttack.

We, Lieutenant-Colonel George Harcourt, commanding the victorious troops of the Honorable East India Company, and Commissioner of the Soobah of Orissa, and John Melville, Commissioner of the same, appointed by the Most Noble the Marquis of Wellesley, Governor-General, for the settlement and pacification of the said Soobah, do, on behalf of the East India Company, execute this Engagement, as set forth in the following paras., to Rajah Gouree Churn Bhunj, Rajah of Killah Duspulla, in the said Soobah of Orissa.

Clause I.—So long as he shall remain obedient and loyal to the Government of the East India Company, no peshcus, or tribute, or payment, or nuzzur, or other demand shall be made on the said Rajah, or taken from him for the Rajgee of the said Rajah's Killah.

Clause II.—The Government of the Honorable East India Company, it is well known, is ever gracious to those Rajahs who are always loyal and obedient to them, and constant in the impartial administration of justice to all its subjects alike, and therefore in like manner extends the same impartiality to the Rajahs, such as have been indicated above, and seeks always their prosperity and peace—therefore any just representation or complaints made to the Government by the said Rajah of Duspulla will meet with a decision in accord with justice.

(Signed) G. HARCOURT, *Lieut.-Colonel,*
„ J. MELVILLE, } *Commissioners.*

(No date attached to copy.)

(A true translation)
WM. L. DACEY,
Ooriah Translator to Government.

No. LXXVIII.

TREATY ENGAGEMENT executed by the RAJAH of BOAD and AUTMULLICK, a Tributary Mehal subordinate to Cuttack, to the HONORABLE EAST INDIA COMPANY'S SPECIAL COMMISSIONERS, MESSRS. HARCOURT and MELVILLE.

I, Rajah Bissumbur Deo, Rajah of Boad and Autmullick, in the Soobah of Orissa, engage faithfully and correctly to abide by this Engagement entered into by me with the Honorable East India Company, as contained in the following Clauses, to wit:—

Clause I.—I will always hold myself in submission and loyal obedience to the Honorable East India Company aforesaid.

Clause II.—I will, on demand to that effect, cause any person who is an inhabitant of the Soobah appertaining to the Honorable Company aforesaid, and who may have fled and come into my territory, to be forthwith arrested and delivered over to the Government.

Clause III.—I engage that whenever the troops of the Honorable Company's Government shall pass through my territories, I will direct the people of my Killah to supply, to the extent of their capability, all russud and supplies, which shall be sold at fair prices. Further, I will, on no manner of pretext whatever, ever stop or detain, or offer any let or hinderance to, any subject of the Honorable Company's Government, who may be proceeding by land or water through my boundaries, and will rather take care that no loss or inconvenience shall befal such parties in life or goods.

Clause IV.—In case any neighboring party whatever shall offer opposition to the said Government, I engage, on demand and without demur, to depute a contingent force of my own troops with the forces of Government for the purpose of coercion of such rebel recusant. Such contingent to receive only rations (or ration allowance) agreeably to the previously current practice, so long as they shall be present.

March 3, 1804.

(True translation)

WM. L. DACEY,
Ooriah Translator to Government.

CUTTACK TRIBUTARY MEHALS.

COUNTER-ENGAGEMENT executed on behalf of GOVERMENT to RAJAH BISSUMBUR DEO, Rajah of Killah Boad and Autmullick.

No. LXXVIII.

We, Lieutenant-Colonel George Harcourt, commanding the victorious troops of the Honorable East India Company, and Commissioner of the Soobah of Orissa, and John Melville, Commissioner of the same, appointed by the Most Noble the Marquis of Wellesley, Governor-General, for the settlement and pacification of the said Soobah, do, on behalf of the East India Company, execute this Engagement, as set forth in the following para., to Rajah Bissumbur Deo, of Killah Boad and Autmullick, in the said Soobah of Orissa :—

Clause I.—It is well known that those Rajahs who hold themselves in subordination and friendship with the said Government, are ever treated with gracious consideration by that Government; those who are its friends, are treated as friends. If, therefore, you should prove yourself a friend and a well-wisher of that Government, it will never fail to act towards you in a like friendly manner. You will without care or disquiet continue to enjoy your Rajgee, and to maintain a friendly spirit in subordination and obedience to this Government.

(Signed) G. HARCOURT, *Lieut.-Colonel*,
,, J. MELVILLE,
} *Commissioners.*

Dated 3*rd March* 1804.
8*th Zekudda* 1211.

(True translation)

WM. L. DACEY,
Ooriah Translator to Government.

No. LXXIX.

RECOGNIZANCE OR ENGAGEMENT taken from the CHIEF OFFICERS of the Rajah of Killah Nursingpore, a Tributary Estate, subordinate to Cuttack, to secure the prevention of the practice of "Suttee." Executed by BALKROOSTNO PUTNAIK BABURTA, or Chief Minister of the Rajah, GUNGADUR CHAMOOKARUN PUTNAIK, NEEL BAHAREE MAHANTEE, DUSRUTHEE PUTNAIK, and LOKENATH PUTNAIK, Officers of the Rajah's household.

We, the Baburta and others, Officers of the Rajah of Killah Nursingpore, hereby bind ourselves as follows :—

It having been stated, in accordance with the commands of the Home Government and the Governor-General, in Clause 2 of the Rules of Practice issued by the Superintendent of the Tributary Mehals, that the practice of "Suttee," or the burning of living Hindoo females, is altogether prohibited: We therefore and accordingly have forbidden this practice within the limits of this Killah of Nursingpore, and we do bind ourselves never voluntarily, or under compulsion, to lend our aid to the performance of any such rite, so prohibited by the Superintendent of the Tributary Mehals, or to allow others to do so.

Further, if on the demise of a Rajah, any of his Ranees should actually desire to become "Suttees," and should disregard our prohibition, we will restrain them from becoming "Suttees," and make a report of the circumstance to the Superintendent, and conform to such orders as we may receive from him. Without the Superintendent's orders (or permission) we will not allow any person to become a Suttee. And we engage unhesitatingly to submit ourselves to any penal orders which the Superintendent of the Tributary Mehals may issue, if we shall act in any way contrary to the engagements of this Recognizance.

Dated 4th day of the month of Bysack 1249, *corresponding to the* 14*th of April A. D.* 1842.

Signed by BALKROOSTNO PUTNAIK AND OTHERS.

CUTTACK TRIBUTARY MEHALS.

No. LXXIX.

N. B.—Engagements, precisely similar in purport and wording, were executed at the same time by the Officers of the following Tributary Mehals, Rajahs, and Zemindars, namely :—

1. Of Nyagurh.
2. „ Baramba.
3. „ Hindole.
4. „ Runpore.
5. „ Ungool.
6. „ Duspulla Joremoo.
7. „ Autgur.
8. Of Tigherea.
9. „ Boad.
10. „ Talchere.
11. „ Dhenkanal.
12. „ Nilgiri.
13. „ Mohurbhunj.
14. „ Keonjhur.

And of the Zemindar of Autmullick, and of the Surburakar of Pal Lahara.

(True translation)

WM. L. DACEY,
Ooriah Translator to Government.

MAP
of the British Possessions
in
BENGAL AND THE BURMESE PROVINCES

PART II.

TREATIES AND ENGAGEMENTS WITH BURMAH.

From a Report by Colonel Phayre.

It is believed that no real Treaty existed between the British Government in India and the King of Burmah, until that of Yandaboo, which was concluded on the 24th February 1826. At the period when the British in India represented a trading body and not a Sovereign power, Deputations were occasionally sent from the Governors of the Settlements both in Bengal and Madras to establish trade with the Burmese territory. Factories were erected at Syrian, near Rangoon, and at Negrais.

In 1757 a Treaty is said to have been made with the Burmese Government. The Chief of the English Factory at Negrais deputed Ensign Lester to the Capital of Burmah. He had an interview with King Alompra, the founder of the existing Dynasty, by whom the Island of Negrais, and some ground near the Town of Bassein, were granted to the East India Company. It is not known that any copy of this so-called Treaty is now in existence. Afterwards the English at Negrais were treacherously killed; but a second grant of land, for the erection of a Factory at Bassein, was subsequently made by the Burmese Government.

The first direct political intercourse between the British and Burmese Governments appears to have been when Captain Michael Symes was deputed by the Governor-General as Envoy to the Court of Ava in 1795, for the purpose of strengthening the Political and

BURMAH. Commercial relations of the British Government with the Court of Ava, and of preventing the French from gaining a footing in Burmah. Captain Symes obtained a Royal Order (No. LXXX), whereby permission was given for a British Agent or Superintendent to reside at Rangoon, to protect the interests of British subjects, and arrangements were made for the protection of trade.

In virtue of that arrangement Captain Cox was appointed Superintendent, and he landed at Rangoon in October 1796. He proceeded to the Capital to deliver certain presents to the King, which had been formerly promised by Captain Symes. He was, however, treated with much contumely. Eventually he returned to Rangoon and left for Bengal at the latter end of 1797.

About this time there began some disputes on the border between Arakan and Chittagong. The Burmese had conquered Arakan in 1782. The Arakanese rebelled, and about the year 1797 numbers of them began to take refuge in the Chittagong district. The Burmese Governor of Arakan wrote during 1798, and demanded in an insolent manner that the fugitives should be given up. The Governor-General, Marquis Wellesley, then determined to send another Embassy to the Court of Ava. Captain, now Colonel, Symes was again selected. He proceeded to the Capital. There he obtained merely a verbal assurance that no further demand would be made for the Arakanese fugitives. The King would make no apology for the style in which the demand had been made, nor enter into any new Engagement. Colonel Symes returned to Rangoon, where he was not treated with ordinary civility by the Governor, and he left for Bengal in January 1803.

After this Captain Canning was deputed to Rangoon, apparently as the representative of Colonel Symes, to endeavor to obtain some apology from the Burmese Court for their past insolence, and to ascertain if the French were establishing any interest in Burmah. Captain Canning, in consequence of the overbearing conduct of the local Authorities at Rangoon, was, before long, obliged to leave the country.

In the year 1809 Captain Canning was again deputed to Rangoon as Agent to the Governor-General. The object appears to have been to enter into explanations regarding the blockade of the Isle of France,

which interfered with the trade of Rangoon to that Island. Captain Canning proceeded to the Capital, and was well received. Having accomplished the object in view, Captain Canning returned to Bengal.

In the year 1811 the Arakanese having once more rebelled, and many of them having fled to the district of Chittagong, disputes again occurred on that Frontier. An Arakanese Chief collected a body of his countrymen in the hilly parts of the Chittagong district, and marched into Arakan to attack the Burmese. Captain Canning was deputed to the Court of Ava to explain that this movement was neither instigated nor supported by the British Government, and also to complain of outrages to British subjects perpetrated with the sanction of the Burmese Authorities in Arakan. In the meantime the Burmese Troops in Arakan had followed the Arakanese rebels into British territory, and orders were sent down from the Burmese Court to the Governor of Rangoon to make Captain Canning prisoner, and retain him as a hostage for the delivery of the Arakanese rebels. Captain Canning was fortunately safe from violence by being on board a ship-of-war, with an armed ship in company. He left Rangoon in August 1811.

Subsequently to that year the Burmese Officers in Arakan more than once made demands for the surrender of Arakanese refugees, and even made pretensions to the Sovereignty of Bengal, as far as the City of Moorshedabad, as territory pertaining to the Kingdom of Arakan. In 1819 they interfered in Assam, and in 1824 they invaded Cachar.

In the meantime, on the Arakan side, the Burmese had been encroaching; they had arrested the elephant hunters employed by the British Government, and finally they claimed the Island of Shapooree, situated at the mouth of the River Naaf. On the night of 24th September 1823 a strong Burman Force occupied the island, killing a few sepoys of the Provincial Battalion stationed there. The Governor of Arakan also intimated that the island was theirs, and they intended to keep it. The Governor-General addressed the King of Ava, demanding the dismissal of the Governor of Arakan. No reply was received for some months. The answer which eventually came was probably written in the name of the Hlwotdau or Royal Council, and merely stated that the Governors on the Frontier had full powers to act.

BURMAH. Thus on every point where the British territory, or the territories of those under British protection, touched the Burmese dominions, aggression and insult had been committed by Burmese Officers, while applications for redress were treated by the Burmese Government either with silent contempt, or with additional insult. War was therefore declared by the Governor-General against Burmah on 5th March 1824. On the 11th May of that year a Force under Sir Archibald Campbell took possession of Rangoon, and after two campaigns Peace was concluded at Yandaboo, about 40 miles distant from the Capital, on the 24th February 1826.

By that Treaty (No. LXXXI.) Arakan and the Tenasserim Provinces were ceded to the British; each Government might place a Resident at the Court of the other; and a Commercial Treaty was afterwards to be negotiated.

To effect the Commercial Treaty, Mr. John Crawford proceeded to Amarapoora. On the 23rd November 1826 he signed a Treaty (No. LXXXII.) of four Articles.

Under the Treaty of Yandaboo Colonel H. Burney was appointed Resident at the Court of Ava. He arrived there in April 1830. He remained at the Burmese Court until June 1837, when he proceeded to Rangoon, and eventually returned to Bengal. The immediate cause of his leaving was, that a revolution occurred, in which the reigning King was deposed, and his brother, the Prince of Tharawaddy, ascended the throne. In 1834 an Agreement (No. LXXXIII.) was made for the restoration to Burmah of the Kubo Valley, which had been annexed to Munnipore.

In 1838 Colonel Benson was deputed to the Court of Burmah to re-establish the friendly relations which had been interrupted. He reached the Capital in October 1838. In consequence of the insulting conduct of the Burmese Court, the Resident left Amarapoora in 1839. From that time there was no direct official communication between the Governor-General of India and the King of Burmah for several years.

In July 1851 Lieutenant-Colonel Bogle, Commissioner of the Tenasserim Provinces, forwarded to the Supreme Government a Petition from the Master of a British ship, complaining of gross oppression which he had suffered from the Governor of Rangoon. In November of that year Commodore Lambert was deputed to Rangoon with a letter

addressed to the King, in order to obtain redress. But all reparation for the injuries to British subjects was refused. The Governor-General therefore sent a Force to Rangoon, under the command of Major-General Godwin. Rangoon fell to the combined Naval and Military Force on the 14th April 1852. From that time, until 27th January 1853, no communication from the Burmese Government reached the British Commanders. When the combined Forces had reached Meeaday, about 250 miles by the river above Rangoon, a Burmese Officer arrived with a letter, announcing that a new King reigned in Amarapoora, and expressing his desire for Peace. Early in April the Burmese Woongyee duly empowered reached Prome, but as he refused to sign a Treaty acknowledging the Province of Pegu to be British territory, the negotiations were broken off. On both sides, however, it was understood that hostilities were to cease.

In the latter end of the year 1854 the Burmese Government deputed two Envoys of high rank, and some subordinate Officers, to convey a complimentary letter and presents from the King to the Most Noble the Marquis of Dalhousie. They were received in Calcutta with distinction, and returned to Burmah at the beginning of the year 1855. The Government of India sent a return Embassy to the Burmese Court in the rainy season of 1855. The Envoy, Major Phayre, was received by the King and Court in the most friendly manner. The King, however, manifested an insuperable aversion to signing any Treaty giving up the Province of Pegu. Since then the intercourse with the Burmese Court, now held at the new Capital of Mandalay, has been very friendly.

The population of the territories now subject to the King of Burmah, including the tributary Shan States, probably does not exceed three and a half millions of souls. The area of the whole country is about 192,000 square miles. The present King derives his income principally from monopolies of merchandise, and takes as little as possible in the shape of direct taxation. The revenue of the country, collected in silver, probably is about £800,000 a year. In the shape of produce and labor it is probable that one-fourth of that sum may be added.

There is only one Independent Native State bordering on Pegu, with which the British Government has any political relations. There are numerous Shan States far to the north-east. But they generally owe fealty to the Burmese Monarch.

BURMAH. On the North-East Frontier of Pegu, and bordering on the Salween River, is a tribe who call themselves Kaya, and are known to the Burmese by the name of Karennee or Red Karen. These people first became known to the British Government in the year 1836, when the Commissioner of the Tenasserim Provinces deputed Doctor Richardson to proceed to them and make arrangements for opening trade. The whole race appeared then to be under the dominion of one Chief. He was an Independent Sovereign. Within the last eight years the tribes have become separated into two great divisions, denominated Eastern and Western Karennee. Each of these divisions is more or less subject to two principal Chiefs. But the authority of these over the subordinate Chiefs is very uncertain. The Chief of Eastern Karennee, a few years ago, swore allegiance to the King of Burmah, and that portion of the country has since been considered as subject to that Monarch.

The Chief of Western Karennee is of great age, not less than ninety years. This Chief, and those under him, have from the first shown anxious desire for British protection. In 1855, an Agent, on the part of the British Government, was placed at his chief town, in order to observe and report events in the neighboring States, and to use his influence to check the wars and forays carried on to make captives to be sold into slavery. In January 1857 the Deputy Commissioner of Toungoo, Mr. E. O'Riley, proceeded to Karennee, on which occasion he made a contract of friendship with the ancient Chieftain. This consisted in the slaughter of a bullock, the flesh of which was eaten at a general feast, and one of the horns kept by each of the contracting persons as a pledge of sincerity. Since that period this Chief has considered himself as being under the protection of the British Government, and though no promise of protection has been made to him, yet the known fact of the public acknowledgment of friendship, and the presence of the Agent at his town, has served to keep him from serious attack.

The country of the Red Karens is mountainous. It contains an area of about 7,200* square miles. The Eastern Karennee States, reaching to the Salween River, have a population of about 180,000 souls; the Western States about 36,000.

* This is the area given by Mr. O'Riley, but it appears to be excessive.

No. LXXX.

CAPTAIN SYMES' COMMERCIAL ARRANGEMENT WITH THE KING OF AVA, 1795 AND 1796.

TRANSLATION of the ROYAL MANDATE, accompanying the letter to the GOVERNOR-GENERAL, dated September 1795.

To all Killadars and Governors of Ports, in like virtue to the Maywoon of Henzawuddy.

The source of greatness and dignity celestial, whose threshold is as the firmament, and whose suppliants, when he places the Golden Foot of Majesty on their fortunate heads, like the blooming water-lilly, are inspired with confidence unbounded, such are the ministers of exalted rank, the guardians of the Empire, from among whom the high and transcendent Minister proclaims these Orders:—

Governor of Henzawuddy, whose title is Meen La Noo Retha; Governor of the Waters, whose title is Yaaoon or Rawoon; Collector of the King's Revenues, whose title is Ackawoon; Collector of Customs, whose title is Ackoon; Commander of the Troops, whose title is Chekaw.

1. Whereas English merchants resort to the port of Rangoon, to carry on trade, in friendship, good faith, and confidence in the Royal protection, therefore when merchants come to the port of Rangoon, duties for godown, rabeat (searchers or appraisers) and other charges, all these shall be regulated according to the former established rates, and no more, on any pretence, shall be taken.

2. All English merchants, who have paid the Port Duties, shall be allowed to go to whatever part of the country they think fit, having obtained a certificate and order from the Maywoon, or Governor of the Province, and whatever goods English merchants wish to purchase in return, they shall not be impeded or molested, or prevented in their barter, bargain, or purchase; and if it should be judged expedient to establish any person, on the part of the English Company, at Rangoon, for the purpose of trade, and to forward letters or presents to the King, to such person a right of residency is granted.

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3. If any English merchant is aggrieved, or thinks he suffers oppression, he may complain either to the Governor of the Province, by petition to the Throne, or prefer his complaint in person; and as Englishmen are, for the most part, unacquainted with the Burman tongue, they may employ whatever interpreters they think fit, previously acquainting the King's interpreters what person they mean to employ.

4. English ships driven into any Birman port by stress of weather, and in want of repairs, on due notice of their distress being given to the Officers of Government, such vessels shall be expeditiously supplied with workmen, timber, iron, and every requisite, and the work shall be done, and the supplies granted, at the current rates of the country.

5. As the English have long had commercial connexions with this Nation, and are desirous of extending them, they are to be allowed to come and depart at their pleasure, without hinderance; and seeing that the illustrious Governor-General of Calcutta, in Bengal, on the part of the King of England, has sent tokens of friendship to the Golden Feet, these orders are therefore issued for the benefit, ease, and protection of the English people.

The original in Birman, authenticated by the great Seal.

(A true translation)

(Signed) MICHAEL SYMES,
Agent at the Court of Ava.

Account of Duties paid by ships on anchoring at Rangoon, agreeable to former Regulations, as follows:—

Government Duties.

A piece of flowered cloth.

A piece of madrepauk.

One handkerchief to tie up the aforesaid articles.

To the person who carries the aforesaid pieces of cloth, eighteen cubits of common cloth, a red cotton handkerchief, and two and a half takals in money.

When a ship arrives, the following Duties are usually paid to the Members of the Provincial Government:—

Maywoon	Flowered cloth,	one	piece.
	Madrepauk,	two	do.
Rawoon	Flowered cloth,	one	do.
	Madrepauk,	two	do.
Ackoon	Flowered cloth,	one	do.
	Madrepauk,	two	do.
Shawbunder, or Ackawoon ...	Flowered cloth,	one	do.
	Madrepauk,	two	do.
Deputy to the Shawbunder ...	Flowered cloth,	one	do.
	Madrepauk,	two	do.
Chokey	Flowered cloth,	one	do.
	Madrepauk,	two	do.
1st Nakhaun	Flowered cloth,	one	do.
	Madrepauk,	two	do.
2nd Nakhaun	Flowered cloth,	one	do.
	Madrepauk,	two	do.
1st Siredogee	Flowered cloth,	one	do.
	Madrepauk,	two	do.
2nd Siredogee	Flowered cloth,	one	do.
	Madrepauk,	two	do.

When a ship leaves the port, it is customary to make presents to the Members of the Provincial Government, as follows:—two pieces of silee to each of the before-mentioned Members of Government, that is, twenty-four in all.

It being customary for ships, on their arrival and departure, to give as perquisites to the Members of Government, cloth flowered, figured, and plain, and madrepauk or silee, such articles varying in their price, being sometimes dear and sometimes cheap, the amount therefore being liable to vary, it is established that a ship, in lieu of such presents, shall pay altogether, for entrance and departure, five viss of fine Silver, called Rowna.

Each ship shall pay for the Linguists eighty takals.

For the Chowkeydars, who are stationed at the ghaut, or sent on board the ship, thirty-five takals.

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For Peons, who carry intelligence, five takals.

For the person who accompanies the ship down to the Chokey, ten takals.

Writers and Chokeydars of the godowns, ten takals.

Gate Porter of the Fort, ten takals.

The Chokey called Denouckand, the Chokey where lights are kept, for both, ten takals.

To the Writer, for a pass to clear the Chokeys on departure, five takals.

The Accountant of Government, fifteen takals.

Pilôtage.—A ship of three masts, two hundred takals; a vessel of two masts, one hundred and fifty takals; a vessel of one mast, one hundred takals.

Anchorage.—A ship of three masts, thirty takals; a vessel of two masts, twenty takals; a vessel of one mast, ten takals.

It is the custom on all goods that are imported to take one out of ten, or ten out of an hundred, King's Duty; likewise the owner of the ship gives five pieces out of the first bale which he brings on shore, and each person who comes in the ship as a Merchant, and not belonging to the ship, shall give one piece.

To the Appraisers and Examiners one and a half out of each hundred.

The Stamper of Cloth, if he stamps three hundred and sixty pieces, he is entitled to one piece.

The Writer or Accountant, who attends on board for registering five hundred pieces, he is to receive one piece.

When a ship is about to depart, an Officer of Government goes on board to examine and despatch her: such Officer shall receive seven viss of sugar, and one hundred and forty China plates.

Ships resorting from every quarter to the Ports of his Burman Majesty, Duties neither more nor less are to be received or exacted, and on this head the orders of His Majesty have been issued. The account is authenticated, and the particulars specified, nevertheless, in consideration of the friendship that subsists with the English, henceforth whatsoever ships are *bonâ fide* English property, the Port Duties and exactions from such ships, both at coming and departing, shall be

paid at the Port of Rangoon, in silver of twenty-five per cent. standard, called in the Birman language Mowadzoo, or twenty-five per cent. silver.

The original annexed to the Viceroy's letter to the Governor-General.

(A true translation)

(Signed) M. SYMES,
Agent to the Court of Ava.

TRANSLATION of an ORDER from the VICEROY of HENZAWUDDY to the SUBORDINATE COUNCIL OF RANGOON.

Ackoom, Chokey, Nakham, Chergee of Henzawuddy.

Whereas the Governor-General of Bengal having deputed Captain Michael Symes to the Golden Feet, charged with presents, with a view to increase the long existing friendship between the Burman and the English Nations, His Majesty being highly pleased thereat, has directed that the propositions which have been made by Captain Michael Symes shall be complied with, therefore the amity which has subsisted between the nations being confirmed and augmented by these presents, whatever English ships shall henceforth come to Rangoon, such ships shall pay certain Port Duties in the currency at which goods are usually sold, that is Mowadjod or silver of twenty-five per cent. standard.

(Signed) HENZAWUDDYNE MEON MEWWOON MEETSHA,
or the Governor of the thirty-two Provinces of Henzawuddy.

(A true translation)

(Signed) M. SYMES,
Agent to the Court of Ava.

TRANSLATION of the ROYAL ORDER, regulating the Customs to be taken at the several Chokeys between Ummerapoor and Rangoon.

Sindars, Chokeydars, and Guards of the several Ghauts, extending to the verge of the ocean.

Whereas the Governor-General, out of his friendship, has deputed Captain Michael Symes from Calcutta in Bengal, to be his vakeel at

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this Court, who having made a representation and memorial to us, such representation has accordingly been taken into due consideration.

Merchants having paid the established Duty on their merchandize, who do not dispose of such goods at the place of importation, but choose to bring them to the capital (literally the Golden Feet) either in person or by their agent, from such merchants no Duties are, on any pretence, to be exacted or demanded on the way to the Capital, but when merchants going back carry with them goods in return, they are to pay Duties on such returning goods, in like manner as is specified by the Regulations issued from the Dufter of the Golden Palace, in the Burman year 1145: wherefore orders are despatched to the several Chokeys, also to the Maywoon of Henzawuddy, and those matters which were submitted by the principal Ministers to His Majesty are fully authorized.

Moreover, in the Burman year 1157, and the 26th of the Burman month Saundecoup, or the 26th of the Mussulman month Rubbi-ul-awul, the Royal Mandate came forth to the following effect:—

At the Chokey called Keouptaloom, boats returning from the capital shall pay one mima, or one anna and a half.

At the Chokey called Muggoe, if the breadth of the boat be four cubits, for each cubit twelve annas, or three takals in all shall be paid. But if it be less than four cubits, one takal shall be paid for every thousand viss weight of goods; and if the boat be empty, then shall one mima, or four annas, be paid for each man.

At the Chokey called Pulloe, if the breadth be four cubits, six mima, or ten annas, shall be paid for each cubit; and if the boat exceeds, or is under four cubits, the same rate shall be paid: and if the boat be laden with heavy commodities, then shall one takal be taken for every thousand viss.

At the Chokey called Puttoo the Custom taken shall be, for each cubit in breadth, three mima, or twelve annas.

At the Chokey called Keounzelee, and the Chokey called Nawalee, no Duty is to be exacted. Yet some trifle should be given by way of present; but no boat is to be stopped or impeded.

At the Chokey called Tow, where the Duty formerly was levied in lead, it shall now be levied in silver; that is, one takal shall be paid by each boat, for every thousand viss burthen.

At the Chokey called Trougmeow, if the boat be four cubits in breadth, two hundred and fifty takals of lead (about ten annas) shall be paid for each cubit, but if the boat be less than four cubits, then shall three viss and thirty takals of lead be taken for the whole (something less than a Rupee).

At the Chokey called Bamen, boats shall pay six mima, or ten annas, for each cubit in breadth.

At the Chokey called Ackeo there is no established Duty; but from boats laden with rice, salt, fish, and nappee, it is customary to give some trifle.

At the Chokey called Henzawa, if a boat carries ten boatmen, besides the steersman, for each of such boatman thirty-five takal of lead shall be paid, but the steersman shall pay nothing. If a boat be laden with rice, dhall, paddy, barley, kengid or cotton, then shall the boat so laden pay a quarter of a basket of such commodity; and if a boat be laden with heavy articles, such as salt, fish, and nappee, four viss of such heavy commodity shall be exacted from each boat. And when a boat going down pays these Duties, no Duties shall be required of the same boat returning; and the reverse, a boat that has paid the Duty shall not be taxed going down. Some trifling present will be proper.

At the Chokey called Denoubeon, if the breadth of the boat be four cubits, such boat shall pay two hundred and fifty takals of lead; if under that size, for each boatman fifty takals.

At the Chokey called Yangansea, and the Chokey called Panglang, on the north side, no Duty is to be paid, but a tray is to be given (meaning a trifling present, not more than the value of a Rupee).

In the Burman year 1145, a Mandate was issued from the Register of the Golden Palace, that foreign merchants should have liberty to come to the Capital (Golden Feet) without paying Duties; nevertheless, in returning they shall pay agreeable to the rates specified in the Royal Mandate issued from the Durbar of the Golden Palace, nor shall more or less be demanded or accepted: but to the Chokey of Yangansea, on the north side, and the Chokey Panglang, on the north side, and the Chokey Koongee and the Chokey of Loungee, no

BURMAH. No. LXXX. authority is granted from the Golden Palace to exact Duties, and none on any pretence are to be required or received.

(Signed) VOONVING MEOZA,
Principal Minister.

(A true translation)

(Signed) M. SYMES,
Agent to the Court of Ava.

TRANSLATION of a ROYAL ORDER respecting the Duty to be taken on timber.

Guards, Chokeydars, and persons in authority, as far as the seashore.

Whereas the Governor-General of the Company at Calcutta, in Bengal, having deputed Captain Michael Symes with presents to the Golden Feet, who requests liberty for merchants to purchase, load, and take away timber, according to established and authorized custom, therefore merchants of the English Nation, desirous of transporting rafts of timber down the river, shall have liberty to carry from towns and villages such timber. And as, in the year 1145, enquiry and investigation were made respecting the amount of Duties formerly taken at each of the Chokeys, His Majesty was pleased to direct that no Duties should be taken, except what are specified therein; for that reason it is now ordered that no Duties shall be taken at Chokeys on Timber going down, nor any Impost exacted on wood, except five per cent., payable at Rangoon, agreeable to former Regulation.

(Signed) VOONVING MEOZA,
Principal Minister.

No. LXXXI.

TREATY of PEACE between the HONORABLE EAST INDIA COMPANY on the one part, and His MAJESTY the KING of AVA on the other, settled by Major-General Sir ARCHIBALD CAMPBELL, K. C. B. and K. C. T. S., commanding the expedition, and Senior Commissioner in Pegu and Ava; THOMAS CAMPBELL ROBERTSON, Esquire, Civil Commissioner in Pegu and Ava; and HENRY DUCIE CHADS, Esquire, Captain, commanding His Britannic Majesty's and the Honorable Company's Naval Force on the Irrawaddy River, on the part of the Honorable Company; and by MENGYEE-MAHA-MEN-HLAH-KYÁN-TEN WOONGYEE, Lord of Lay-Kaing, and MENGYEE-MAHAH-HLAH-THUO-HAH-THOO-ATWEN-WOON, Lord of the Revenue, on the part of the King of Ava; who have each communicated to the other their full powers, agreed to and executed at Yandaboo, in the Kingdom of Ava, on this Twenty-fourth day of February, in the year of Our Lord One Thousand Eight Hundred and Twenty-six, corresponding with the Fourth day of the decrease of the Moon Taboung, in the year One Thousand One Hundred and Eighty-seven Gaudma Æra.

ARTICLE 1.

There shall be perpetual peace and friendship between the Honorable Company on the one part, and His Majesty the King of Ava on the other.

ARTICLE 2.

His Majesty the King of Ava renounces all claims upon, and will abstain from all future interference with, the principality of Assam and its dependencies, and also with the contiguous petty States of Cachar and Jyntia. With regard to Munnipoor it is stipulated, that should Ghumbheer Sing desire to return to that country, he shall be recognized by the King of Ava as Rajah thereof.

ARTICLE 3.

To prevent all future disputes respecting the boundary line between the two great Nations, the British Government will retain the conquered Provinces of Arracan, including the four divisions of Arracan, Ramree, Cheduba, and Sandoway, and His Majesty the King of Ava cedes all right thereto. The Unnoupectoumien or Arakan Mountains (known in Arakan by the name of the Yeomatoung or Pokhingloung

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Range) will henceforth form the boundary between the two great Nations on that side. Any doubts regarding the said line of demarcation will be settled by Commissioners appointed by the respective governments for that purpose; such Commissioners from both powers to be of suitable and corresponding rank.

ARTICLE 4.

His Majesty the King of Ava cedes to the British Government the conquered Provinces of Yeh, Tavoy, and Meïgui and Tenasserim, with the islands and dependencies thereunto appertaining, taking the Salween River as the line of demarcation on that frontier; any doubts regarding their boundaries will be settled as specified in the concluding part of Article third.

ARTICLE 5.

In proof of the sincere disposition of the Burmese Government to maintain the relations of peace and amity between the Nations, and as part indemnification to the British Government for the expenses of the War, His Majesty the King of Ava agrees to pay the sum of one crore of Rupees.

ARTICLE 6.

No person whatever, whether native or foreign, is hereafter to be molested by either party, on account of the part which he may have taken or have been compelled to take in the present war.

ARTICLE 7.

In order to cultivate and improve the relations of amity and peace hereby established between the two governments, it is agreed that accredited ministers, retaining an escort or safeguard of fifty men, from each, shall reside at the Durbar of the other, who shall be permitted to purchase, or to build a suitable place of residence, of permanent materials; and a Commercial Treaty, upon principles of reciprocal advantage, will be entered into by the two high contracting powers.

ARTICLE 8.

All public and private debts contracted by either Government, or by the subjects of either government, with the others previous to the war, to be recognized and liquidated upon the same principles of honor and good faith as if hostilities had not taken place between the two Nations, and no advantage shall be taken by either party of the period that may have elapsed since the debts were incurred, or in consequence of the war; and according to the universal law of Nations, it is further stipulated, that the property of all British subjects who may die in the dominions of His Majesty the King of Ava, shall, in the absence of legal heirs, be placed in the hands of the British Resident or Consul in the said dominions, who will dispose of the same according to the tenor of the British law. In like manner the property of Burmese subjects dying under the same circumstances, in any part of the British dominions, shall be made over to the minister or other authority delegated by His Burmese Majesty to the Supreme Government of India.

ARTICLE 9.

The King of Ava will abolish all exactions upon British ships or vessels in Burman ports, that are not required from Burmah ships or vessels in British ports, nor shall ships or vessels, the property of British subjects, whether European or Indian, entering the Rangoon River or other Burman ports, be required to land their guns, or unship their rudders, or to do any other act not required of Burmese ships or vessels in British ports.

ARTICLE 10.

The good and faithful Ally of the British Government, His Majesty the King of Siam, having taken a part in the present War, will, to the fullest extent, as far as regards His Majesty and his subjects, be included in the above Treaty.

ARTICLE 11.

This Treaty to be ratified by the Burmese authorities competent in the like cases, and the Ratification to be accompanied by all British,

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whether European or Native, American, and other prisoners, who will be delivered over to the British Commissioners; the British Commissioners on their part engaging that the said Treaty shall be ratified by the Right Honorable the Governor-General in Council, and the Ratification shall be delivered to His Majesty the King of Ava, in four months, or sooner if possible, and all the Burmese prisoners shall, in like manner, be delivered over to their own government as soon as they arrive from Bengal.

(Signed) ARCHIBALD CAMPBELL. L. S.

LARGEEN MEONJA,
Woonghee.

(Signed) T. C. ROBERTSON, L. S.
Civil Commissioner.

Seal of the Lotoo.

(Signed) HY. D. CHADS, L. S.
Captain, Royal Navy.

SHWAGUM WOON,
Atawoon.

ADDITIONAL ARTICLE.

The British Commissioners being most anxiously desirous to manifest the sincerity of their wish for peace, and to make the immediate execution of the fifth Article of this Treaty as little irksome or inconvenient as possible to His Majesty the King of Ava, consent to the following arrangements, with respect to the division of the sum total, as specified in the Article before referred to, into instalments, *viz.*, upon the payment of twenty-five lacks of Rupees, or one-fourth of the sum total (the other Articles of the Treaty being executed), the Army will retire to Rangoon. Upon the further payment of a similar sum at that place, within one hundred days from this date, with the proviso as above, the Army will evacuate the dominions of His Majesty the King

of Ava with the least possible delay, leaving the remaining moiety of the sum total to be paid by equal annual instalments in two years, from this Twenty-fourth day of February 1826 A. D., through the Consul or Resident in Ava or Pegu, on the part of the Honourable the East India Company.

(Signed) ARCHIBALD CAMPBELL. L. S.

LARGEEN MEONJA,
Woonghee.

(Signed) T. C. ROBERTSON,
Civil Commissioner. L. S.

Seal of the Lotoo.

(Signed) HY. D. CHADS,
Captain, Royal Navy. L. S.

SHWAGUM WOON,
Atawoon.

Ratified by the Governor-General in Council, at Fort William in Bengal, this Eleventh day of April, in the Year of Our Lord One Thousand Eight Hundred and Twenty-six.

(Signed) AMHERST.
„ COMBERMERE.
„ J. H. HARINGTON.
„ W. B. BAYLEY.

BURMAH.
No. LXXXII.

No. LXXXII.

COMMERCIAL TREATY with AVA.

A Commercial Treaty, signed and sealed at the Golden City of Rata-na-pura, on the 23rd of November 1826, according to the English, and the 9th of the decrease of the Moon Tan-soung-mong 1188, according to the Burmans, by the Envoy Crawfurd, appointed by the English Ruler the Company's Buren, who governs India, and the Commissioners, the Atwenwun Mengyi-thi-ri-maha-then Kyan, Lord of Sau, and the Atwenwun Mengyi-Maha-men-lha-thi-ha-thu, Lord of the Revenue, appointed by His Majesty the Burmese rising Sun Buren, who reigns over Thu-na-pa-ran-ta-Tam-pa-di-pa, and many other great countries.

According to the Treaty of Peace between the two great Nations made at Yandaboo, in order to promote the prosperity of both countries, and with a desire to assist and protect the trade of both, the Commissioner, and Envoy Crawfurd, appointed by the English Company's Buren who rules India, and the Commissioners, the Atwenwun Mengyi-thi-ra-maha-nanda-then Kyan, Lord of Sau, and the Atwenwun Maha-men-lha-thi-ha-thu, Lord of the Revenue, appointed by His Majesty the Burmese rising Sun Buren, who rules over Thu-na-para-Tam-pa-di-pa, and many other great countries: these three in the conference tent, at the landing-place of Ze-ya-pu-ra, north of the Golden City of Rata-na-pura, with mutual consent completed this Engagement.

ARTICLE 1.

Peace being made between the great country governed by the English Prince the India Company Buren, and the great country of Rata-na-pura, which rules over Thu-na-para-Tam-pa-di-pa, and many other great countries, when merchants with an English stamped pass from the country of the English Prince and merchants from the kingdom of Burmah pass from one country to the other, selling and buying merchandize, the sentinels at the passes and entrances, the established gate-keepers of the country, shall make inquiry as usual, but without demanding any money, and all merchants coming truly for the purpose

of trade, with merchandize, shall be suffered to pass without hinderance or molestation. The governments of both countries also shall permit ships with cargoes to enter ports and carry on trade, giving them the utmost protection and security: and in regard to Duties, there shall none be taken beside the customary Duties at the landing places of trade.

ARTICLE 2.

Ships whose breadth of beam on the inside (opening of the hold) is eight Royal Burman cubits of $19\frac{1}{10}$ English inches each, and all ships of smaller size, whether merchants from the Burmese country entering an English port under the Burmese flag, or merchants from the English country with an English stamped pass entering a Burmese port under the English flag, shall be subject to no other demands beside the payment of Duties, and ten takals 25 per cent. (10 sicca Rupees) for a chokey pass on leaving. Nor shall pilotage be demanded, unless the Captain voluntarily requires a pilot. However, when ships arrive, information shall be given to the officer stationed at the entrance of the sea, in regard to vessels whose breadth of beam exceeds eight Royal Burman cubits, and remain, according to the 9th Article of the Treaty of Yandaboo, without unshipping their rudders, or landing their guns, and be free from trouble and molestation as Burmese vessels in British Ports. Besides the Royal Duties, no more Duties shall be given or taken than such as are customary.

ARTICLE 3.

Merchants belonging to one, who go to the other country and remain there, shall, when they desire to return, go to whatever place and by whatever vessel they may desire, without hinderance. Property owned by merchants they shall be allowed to sell; and property not sold and household furniture, they shall be allowed to take away without hinderance, or incurring any expense.

ARTICLE 4.

English and Burmese vessels meeting with contrary winds or sustaining damage in masts, rigging, &c., or suffering shipwreck on the

BURMAH. No. LXXXIII.

shore, shall, according to the laws of charity, receive assistance from the inhabitants of the towns and villages that may be near, the master of the wrecked ship paying to those that assist suitable salvage, according to the circumstances of the case; and whatever property may remain, in case of shipwreck, shall be restored to the owner.

(Signed) J. CRAWFURD. (Seal.)

(Signed) ATWENWUN MENGYI-THI-HAMAHA-NANDA-THEN-KYAN,
Lord of Sau.
ATWENWUN MENGYI-MAHA-MEN-LHA-THI-HA-THU,
Lord of the Revenue.

(A true copy)

(Signed) J. CRAWFURD, *Envoy.*

Ratified by the Right Honourable the Governor-General on the first day of September, One Thousand Eight Hundred and Twenty-seven A. D.

(Signed) A. STERLING,
Secretary to Government.

No. LXXXIII.

AGREEMENT regarding the KUBO VALLEY.

First.—The British Commissioners, Major Grant and Captain Pemberton, under instructions from the Right Honourable the Governor-General in Council, agree to make over to the Moandauk Maha Mingyan Rajah and Tsarudangicks Myookyanthao, Commissioners appointed by the King of Ava, the Towns of Tummao, Khumbah, Surjall, and all other villages in the Kubo Valley, the Ungoching Hills and the strip of valley running between the eastern foot and the western bank of the Ningtha Khyendwan River.

Second.—The British Commissioners will withdraw the Munnipooree Thannas now stationed within this tract of the country, and make

over immediate possession of it to the Burmese Commissioners on certain conditions.

Third.—The conditions are, that they will agree to the boundaries which may be pointed out to them by the British Commissioners, and will respect and refrain from any interference, direct or indirect, with the people residing on the Munnipooree side of those boundaries.

Fourth.—The boundaries are as follows:—

1. The eastern part of the chain of mountains which rise immediately from the western side of the plain of the Kubo Valley. Within this line is included Morch and all the country to the westward of it.

2. On the south a line extending from the eastern foot of the same hills at the point where the river, called by the Burmahs Nansawing, and by the Munnipoorees Numsaulung, enters the plain, up to its sources and across the hills due west down to the Kĕthe'khyaung (Munnipooree River).

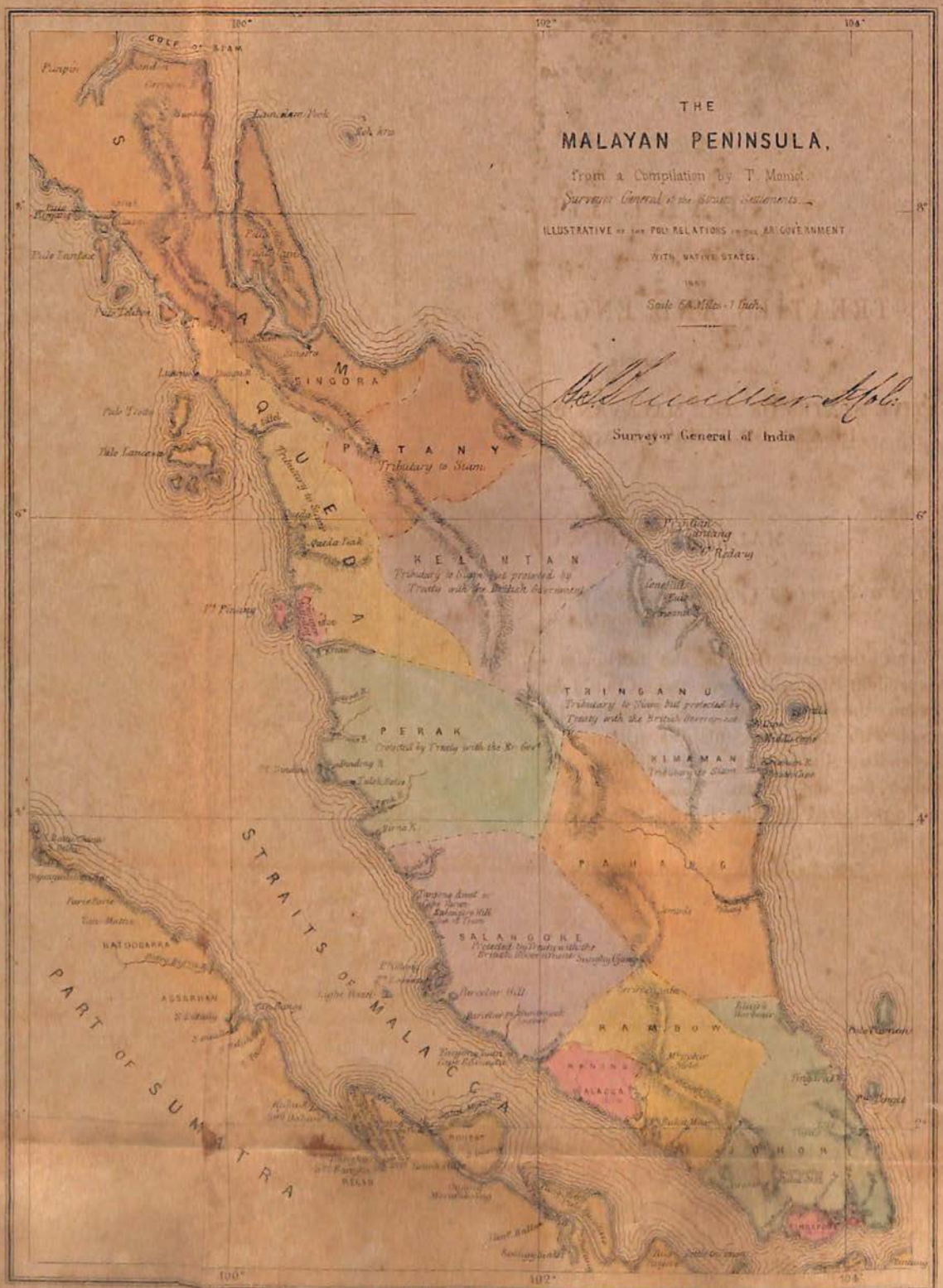
3. On the north the line of boundary will begin at the foot of the same hills at the northern extremity of the Kubo Valley, and pass due north up to the first range of hills, east of that upon which stand the villages of Choatao Noanghue, Noanghur of the tribe called by the Munnipoorees Loohooppa, and by the Burmahs Lagumsauny, now tributary to Munnipoor.

Fifth.—The Burmese Commissioners hereby promise that they will give orders to the Burmese Officers, who will remain in charge of the territory now made over to them, not in any way to interfere with the Khyens or other inhabitants living on the Munnipoor side of the lines of boundary above described, and the British Commissioners also promise that the Munnipoorees shall be ordered not in any way to interfere with the Khyens or other inhabitants of any description living on the Burmah side of the boundaries now fixed.

Seal. (Signed) F. J. GRANT, *Major.*

Seal. „ R. B. PEMBERTON, *Captain,* } *Commissioners.*

Sunnyachil Ghat, Ningthee, 9th January 1834.



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PART III.

TREATIES AND ENGAGEMENTS

WITH THE

NATIVE STATES OF THE MALAYAN PENINSULA, AND THE ISLAND OF SUMATRA, AND WITH SIAM.

MALAYAN PENINSULA.

From a Report by Colonel Cavenagh, and other documents in the Foreign Office.

WITH the exception of the territories of one or two petty Independent States, the possession of the Malayan Peninsula is divided between the British and the Siamese. Engagements have been formed with Quedah, which is tributary to Siam, and with the Independent States of Perak, Salengore, the Confederate States of Rambow, &c., and Johore. The districts of Tringanu and Kelantan are also protected by the British Government under the Treaty of Bankok.

The Treaty by which the general policy of the British Government in the Eastern Seas is regulated is the Treaty with the Dutch of 17th March 1824 (No. LXXXIV.), by the 10th Article of which the connection of the Dutch with the Peninsula of Malacca was severed.

Malacca was founded about the middle of the 13th century by Rajah Secunder Shah of Singapore. It was taken by the

MALAYAN PENINSULA.

Portuguese under Albuquerque in 1511, and fell into the hands of the Dutch in 1641, who held it till 1795, when it was reduced, along with the other Dutch Settlements in the East, by the British. It continued in possession of the British till 1818, when it was restored to the Dutch. It was finally receded to the British under the Treaty with the Dutch, of 1824.

To the north of Malacca lies Naning, which, at the time of the Dutch occupation of Malacca, was governed by four Chiefs, who formed a Treaty with the Dutch. The headman or Panghulu was appointed by the Dutch. After the British occupation of Malacca and Naning, an Engagement (No. LXXXV.) was made with the Chiefs in 1802. In 1831 the Chiefs rebelled, and it was found necessary to subdue the country by force.

Quedah.—Our earliest political relations with this State may be said to have commenced with the negotiations which were opened with the Rajah of Quedah by Captain Francis Light, and which resulted in the Agreement of 1786 (No. LXXXVI.), for the cession of the Island of Penang, thenceforward called Prince of Wales' Island. The Island was formally taken possession of on the 11th August 1786.

On the 1st of May 1791, a Treaty (No. LXXXVII.) was concluded by Captain Light, which provided for the mutual surrender of runaway slaves, debtors, forgerers, and murderers; for the necessary supply of provisions (duty-free) from the mainland to the residents in the Island and shipping in the harbour, and for the annual payment to the King of Quedah, styled His Highness Jang de Per Tuan, of the sum of six thousand Spanish Dollars; it also bound the King not to allow Europeans of other nations to settle in his country.

On the 6th June 1800, Sir George Leith, who had succeeded to the Lieutenant-Governorship of Prince of Wales' Island, entered into further negotiations with the Ruler of Quedah, and another Treaty (No. LXXXVIII.) was concluded for the cession of a considerable district, now called Province Wellesley, on the mainland. This Treaty was not confirmed till November 1802.

Both these Treaties appear to have been negotiated under the impression that the Ruler of Quedah was an Independent Chief, whereas he was tributary to Siam.

In 1820 the Rajah of Quedah having given umbrage to the Court at Bankok, by delaying to forward the usual tribute of gold and silver flowers, and by non-compliance with other customary observances and marks of vassalage, that Court determined upon depriving him of his delegated Government, and in November 1821 the Rajah of Ligor, another feudatory of Siam, advanced into Quedah at the head of a formidable army, and expelled the Rajah, who found refuge in Penang, on the express condition that neither he nor any of his followers should, during their stay in that Island, carry on any political correspondence without the approval of the British Government. This condition he violated, and as the mediation of Government with a view to his restoration proved unsuccessful, it was stipulated under the Treaty of Bankok* that he should leave Penang. In accordance with the provisions of the above Engagement, the Ex-Rajah was compelled to take up his residence at Malacca, a suitable Pension having been assigned for his maintenance by the British Government.

The Ex-Rajah made several unsuccessful attempts to recover his country from the Ligor Chief. At length, in 1842, his eldest son proceeded to Bankok and made submission to Siam on behalf of his father, and through the intercession of the Governor of the Straits Settlements the Ex-Rajah was put in charge of Central Quedah, one of the three Governorships into which Quedah had been divided. The 13th Article of the Treaty of Bankok was therefore modified. In 1843 the Rajah of Quedah forcibly seized the Krean District in Perak, the Ruler of which country appealed to the Governor of the Straits Settlement for redress. Owing to the remonstrances of the Governor, the Rajah eventually withdrew his followers from the district, but his annual allowance was suspended for a year as a punishment for his contumacy in the first instance.

On the Rajah's death, his eldest son, Tuanku Abdullah, was appointed by the Court at Bankok to succeed him; he was similarly succeeded by his brother Tuanku Daie, who died on the 8th May 1854; his son, the present Rajah, Tuanku Ahmeed, at once assuming the reins of Government.

* In this Treaty the Government of the British over Penang and Province Wellesley was acknowledged by the Siamese.

MALAYAN PENINSULA.

Perak.—The State of Perak was originally a dependency of Malacca, and about the middle of the sixteenth century, the Bandahara of Johore was raised to the dignity of the Sultan of Perak, under the name of Mozuffer Shah. His son Mansur Shah became King of Acheen about 1567, and Perak was thenceforth tributary to him and his successors, who received the customary token of vassalage, the Bungah Mas (golden flower). On the decline of the power of Acheen, Perak became independent and fell under the influence of the Dutch. In 1795 an expedition from Penang compelled the Dutch Garrison of the small Fort at Perak to surrender. This led to an increase of our trade with the country, the whole of the produce of the tin mines being brought to Penang. The then reigning Sultan, Mahomed Tajud Din, died in 1801, and was succeeded by his son Sultan Mansur Shah.

In 1818 a Treaty (No. LXXXIX.) was concluded by the Governor of Prince of Wales' Island with the Rajah of Perak, Sultan Abdullah, under the provisions of which the right of free trade with Perak was secured to British subjects.

In 1825 differences having arisen between the Rulers of Perak and Selangore, Mr. Anderson was deputed to adjust matters. This led to the negotiation of the Treaty (No. XC.), dated 6th September 1825, by which the boundary between the two States is determined; the Rajah of Perak also thereby engaged not to interfere in the Government of Selangore, and to permit all Foreign traders to carry on their trade without any interruption.

Under the provisions of Article XIV. of the Treaty of Bankok, the independence of Perak is secured, though the Rajah is permitted, should he so desire, to maintain a friendly communication with Siam, and even to send the gold and silver flowers as formerly. This Article also contains a guarantee on the part of the British Government to protect Perak from any attack by a force from Selangore. In September of the above year intimation having been received by the Governor of Prince of Wales' Island, that the Rajah of Ligor had introduced a body of troops into Perak and deprived the Rajah of Perak of all power, a small force was at once despatched to insist upon the strict fulfilment of the terms of the Treaty. The Siamese evacuated the position they had taken up on the bank of the river, and the independence of Perak from their control has ever since been fully recognised.

Under a Treaty (No. XCI.), dated 18th October 1826, the Rajah of Perak, on the plea of his inability to suppress the piracy then prevalent along his coast, ceded to the British the Dinding Island, the Islands of Pungkor, and all other Islands previously appertaining to Perak; and by a second Treaty (No. XCII.), concluded on the same date, he engaged to hold no intercourse with the King of Siam, or any of his Chiefs, or with the Rajah of Selangore; not to present the Bunga Mas or any other species of tribute, nor to receive any Ambassadors, and in case of any interference with his country on the part of Foreign Chiefs, to rely entirely on the aid and protection of the British Government: this aid and protection being guaranteed to him, provided he faithfully fulfilled all his Engagements. On the 25th October a Supplementary Treaty (No. XCIII.) was signed, which provides for the better management of the country, the suppression of piracy, and the protection of trade.

Although the Rajah is the only Chief recognised by us as having power in Perak, it would appear that this power is shared with the following great Officers of his Court:—Rajah Mudah, Bandahara, Orang Kaya Besar, and Tumongong, whose seals are attached to the different Treaties. The first mentioned is the heir apparent to the Throne, an elective, and not hereditary post, though the choice is limited to members of the Royal Family.

Selangore.—In 1786 the independent Rajah of Selangore was obliged to acknowledge himself a vassal of the Dutch, who were then in possession of Malacca. When the Dutch came again into possession of Malacca, in 1818, they wished to re-enter on their former relations with Selangore, but the Rajah, who had a strong partiality for the British, with whom he had formed a Commercial Alliance, (No. XCIV.) refused.

In 1825, when Mr. Anderson was deputed to settle the dispute between Selangore and Perak, a Treaty (No. XCV.) was concluded with the Rajah, under the provisions of which the former Agreement is confirmed, whilst the boundary between Selangore and Perak having been determined, the Rajah of Selangore agrees never to interfere in the Government of the latter country, or to cross the Frontier with an armed force, also to prevent pirates from resorting to his coast, as well as to surrender all offenders, such as pirates, robbers, murderers, and others, who may escape from the British

MALAYAN PENINSULA.

territories and seek shelter in his country—these latter conditions being reciprocal. By the 14th Article of the Treaty of the 20th June 1826, with Siam, the safety of Selangore, from any attack on the part of a Siamese force, is guaranteed, and this State, equally with Perak, may therefore be considered under British protection.

Although still nominally under one Chief, Selangore is at present divided into five almost Independent States, *viz.* Lookoot, Lungat, Kallang, Selangore, and Bernam. Of these the principal is Lookoot, by the Rajah of which country Cape Rachado has, with the sanction of the Sultan of Selangore, recently been made over to the British Government for the erection of a light-house.

It is currently reported that the Rajah of Lookoot has been recently vested by the Sultan with supreme authority over the whole of Selangore, but no official notification has as yet been made to Government on the subject.

Confederate States of Sungie Ujong, Rambow, Johole, and Sree Menanti.—These States were originally dependencies of Johore. About 1773 they renounced their allegiance to that Sovereign, and elected a Chief, under the title of Jang de Per Tuan Besar, to preside over the Council of the four Punghooloos, each Punghooloo having, however, independent jurisdiction in his own State. Hence all real power remains in their hands, that possessed by the Jang de Per Tuan being only nominal. Subsequently, in 1796, another Chief was appointed a Member of the Council, under the title of Jang de Per Tuan Muda.

In 1814 an Appeal was made by the then Jang de Per Tuan Muda to the British Resident at Malacca, for assistance against the four Punghooloos, with whom he was at variance. This was, however, refused.

On the 30th November 1831, Rajah Ali, being then Jang de Per Tuan Besar, and his son-in-law, Shrief Syed Saban, Jang de Per Tuan Muda, a Treaty (No. XCVI.) was concluded between the British Government and the Confederate States. This Treaty provides, under special conditions, for the mutual surrender of criminals, and the settlement of disputes that may arise between the contracting Governments or any of their Dependent States, as well as for the protection of trade and the suppression of piracy. A similar Treaty (No. XCVII.) was negotiated with Rambow, as a separate State, on the 28th January 1832.

The position of Malacca, where it is conterminous with the boundaries of Rambow and Johole, was defined in separate Agreements made with the Rulers of these States, dated respectively 9th January and 15th June 1833 (Nos. XCVIII. and XCIX.)

Although the Rulers of the different States still occasionally meet for the discussion of any matter affecting their common interests, for some time past the Confederacy may be said to have ceased to exist, and the late Jang de Per Tuan, who was also the Punghooloo of Sree Menanti, exercised but little influence over the other Chiefs. His position indeed seems never to have been recognised by the British Government, all correspondence with the various Chieftains having been conducted without any reference to his authority. The foregoing observations may be deemed generally applicable to the small States of Lingie and Gumimchi, the former being a dependency of Sungie Ujong, and the latter of Johole.

The districts of Kooh and Tamping, though forming a portion of Rambow, are at present ruled by Syed Saban, under whose authority they were originally placed, in his capacity of Jang de Per Tuan Muda.

Johore.—Our political relations with Johore may be said to date from 1818, on the 19th of August of which year a Treaty (No. C.) of Peace and Friendship, having for its aim the protection of commerce, was concluded by Major Farquhar with Sultan Abdul Rahman Shah, the youngest son of Sultan Mahomed, who had, however, consequent on the absence of his elder brother, Tuanku Hoossein, in Pahang, whither he had proceeded to celebrate his marriage with the daughter of the Bandahara, assumed the Sovereignty, though it is alleged only as a temporary measure, on his father's demise.

Sultan Abdul Rahman Shah is reported to have subsequently abdicated in favor of his brother, who was publicly installed as Sultan by Sir Stamford Raffles in 1819. On the 6th of February and 26th June of that year, Treaties (No. CI. and CII.) were negotiated with the Sultan and the Tumongong, for the establishment of an English Factory at Singapore, and the protection of British Commerce throughout the Sultan's dominions.

In 1824 it was deemed desirable to obtain the absolute cession of Singapore in full Sovereignty, and with this view a fresh Treaty (No. CIII.) was entered into with the Sultan and Tumongong, under

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the provisions of which the Island of Singapore, with the Seas, Straits, and Islets within ten* geographical miles from its coasts, became a British Settlement, whilst due arrangements were effected for the suppression of piracy and the furtherance of British Commercial interests in Johore.

The Sultan and Tumongong and their successors have, up to the present date, continued to reside at Singapore. Owing, however, to the differences between them arising out of their respective claims to the revenue derived from the Sovereignty of Johore on the main land, it was considered by the Local Government advisable that this Sovereignty should be vested in the hands of one Chief, who should exercise undivided authority over the whole country, and the Tumongong having been selected for the purpose, with the consent of the Governor-General in Council, on the 10th March 1855, a Treaty (No. CIV.) was arranged between His Highness and the Sultan, under the terms of which, the latter, in consideration of the payment of a certain sum and a monthly Pension, ceded to the former absolute Sovereignty over Johore, merely retaining authority over the District of Segamat or Moar, a small tract between Johore and the British Settlement of Malacca, which has never formed a part of the former, having always been governed by a distinct Chief, bearing, however, the title of Tumongong, and acknowledging allegiance to the Sultan. Under the provisions of the above Treaty, in the event of the Sultan's being desirous of relinquishing the Sovereignty of Moar, it is in the first instance to be offered for the acceptance of the British Government.

The State of Pahang was originally a dependency of Johore, and governed by a hereditary Officer of that Court, styled the Bandahara. But for some years past the Bandahara has completely thrown off his allegiance to Johore, and asserted his independence.

Pahang may, to a certain extent, be considered as under the protection of this Government, as, notwithstanding the non-existence of any Treaty obligations, on all occasions of necessity, either owing to internal dissensions or external attack, the advice and support of the Governor of the Straits Settlement has always been sought by

* In November 1861 it was ruled that the right of the British Government over the waters within 10 miles of Singapore must be limited to a distance of 3 miles from any coast either of mainland or island within a circle of 10 miles, of which Singapore is the centre.

the Bandahara, and to the assistance thus obtained his present independent position may be mainly attributed.

The States of Jellabu Ulu Pahang (including Sutting and Jampole) and Jillye also formed a portion of the original confederacy of the Malay Peninsula, owing allegiance to the Sultan of Johore. This allegiance seems never to have been formally renounced by their Punghooloos, as they continued to acknowledge the Sultan's authority after the secession of Sungie Ujong, Rambow, Johole, and Sree Menanti. Hence, as no separate Treaties have ever been negotiated with these Chiefs, our political relations with them could only be regulated with reference to any rights acquired by virtue of the various Treaties concluded with the Sultan of Johore, to whom they still apparently consider themselves nominally feudatories, although he has long since ceased to exercise any control over their actions.

No. LXXXIV.

TREATY between HIS BRITANNICK MAJESTY and THE KING OF THE NETHERLANDS, respecting Territory and Commerce in the East Indies, signed at London, March 17, 1824.

In the Name of the Most Holy and Undivided Trinity.

His Majesty The King of the United Kingdom of Great Britain and Ireland, and His Majesty The King of the Netherlands, desiring to place upon a footing, mutually beneficial, Their respective Possessions and the Commerce of Their Subjects in the East Indies, so that the welfare and prosperity of both Nations may be promoted, in all time to

In den Naam der allerheiligste en onverdeelbare Drieeenigheid.

Zÿne Majesteit de Koning van het Vereenigde Koningrÿk van Groot Britanje en Ierland, en Zÿne Majesteit de Koning der Nederlanden, verlangende hunne respectieve bezittingen en den handel Hunner onderdanen in Oost Indië op eenen wederkeerig voordeeligen voet te brengen, zoo dat de welvaart en voorspoed der beide Natien voortaan ten allen tÿde bevorderd

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come, without those differences and jealousies which have, in former times, interrupted the harmony which ought always to subsist between Them; and being anxious that all occasions of misunderstanding between Their respective Agents may be, as much as possible, prevented; and in order to determine certain questions which have occurred in the execution of the Convention made at London on the 13th of August 1814, in so far as it respects the Possessions of His Netherland Majesty in the East, have nominated Their Plenipotentiaries, that is to say:—

His Majesty The King of the United Kingdom of Great Britain and Ireland, The Right Honourable George Canning, a Member of His said Majesty's Most Honourable Privy Council, a Member of Parliament, and His said Majesty's Principal Secretary of State for Foreign Affairs;—and the Right Honourable Charles Watkin Williams Wynn, a Member of His said Majesty's Most Honourable Privy Council, a Member of Parliament, Lieutenant-Colonel Commandant of the Montgomeryshire Regiment of Yeomanry Cavalry, and President of His said

kunnen worden zonder die oneenigheden en nayver welke, in vroeger dagen, de goede verstandhouding gestoord hebben die steeds tusschen dezelve behoort te bestaan, en willende, zoo veel mogelyk, alle aanleiding tot misverstand tusschen Hunne respectieve Agenten vóórkomen, als mede, ten einde zekere punten van verschil te regelen welke zich hebben opgedaan by het ter uitvoer leggen van de Conventie den 13de Augustus 1814, te London gesloten, voor zoo ver dezelve betrekking heeft tot de bezittingen van Zyne Majesteit den Koning der Nederlanden in Oost Indië, hebben tot Gevolmagtigden benoemd, te weten:—

Zyne Majesteit de Koning van Groot Britanje, den Heer George Canning, Lid van Zyner Majesteits Geheimen Raad, en van het Parlement, mitsgaders Hoogstdeszelfs eersten Secretaris van Staat voor de Buitenlandsche Zaken; en den Heer Charles Watkin Williams Wynn, Lid van Zyner Majesteits Geheimen Raad, en van het Parlement, Lieutenant-Kolonel Kommanderende het Regiment Vrywilligers te paard van het Graafschap Montgomery, mitsgaders President van het Kollegie van Kommissarissen voor de Indische Zaken:—

Majesty's Board of Commissioners for the Affairs of India:—

And His Majesty The King of the Netherlands, Baron Henry Fagel, Member of the Equestrian Corps of the Province of Holland, Counsellor of State, Knight Grand Cross of the Royal Order of the Belgic Lion, and of the Royal Guelphic Order, and Ambassador Extraordinary and Plenipotentiary of His said Majesty to His Majesty The King of Great Britain;—and Anton Reinhard Falck, Commander of the Royal Order of the Belgic Lion, and His said Majesty's Minister of the Department of Public Instruction, National Industry, and Colonies:—

Who, after having mutually communicated their Full Powers, found in good and due form, have agreed on the following Articles:—

ARTICLE I.

The high Contracting Parties engage to admit the Subjects of each other to trade with Their respective Possessions in the Eastern Archipelago, and on the Continent of India, and in Ceylon, upon the footing of the most favoured Nation; Their respective Subjects conforming themselves

En Zÿne Majesteit de Konning der Nederlanden, den Baron Hendrik Fagel, Lid der Ridderschap van de Provincie Holland, Staatsraad, Groot-Kruis der Koninglÿke Orden van den Nederlandschen Leeuw, en der Guelfen, mitsgaders Hoogstdeszelfs Extraordinaris Ambassadeur en Plenipotentiaris aan het Hof van London;—En den Heer Anton Reinhard Falck, Kommandeur der Koninglÿke Orden van den Nederlandschen Leeuw, en Minister voor het Publicke onderwÿs, de Nationale Nÿverheid, en de Kolonien:—

De welke, na wederzÿdsche mededeeling van hunne volmagten die in goeden en behoorlÿken vorm bevonden zÿn, de volgende Artikelen hebben vastgesteld.

ARTIKEL I.

De Hooge Contracterende Partÿen verbinden zich om in hunne respectieve bezittingen in den Oosterschen Archipel, en op het vaste land van Indië, en op Ceylon, elkanders onderdanen ten handel toetelaten op den voet der meest begunstigde Natie; wel verstaande dat de wederzÿdsche onderdanen

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to the local Regulations of each Settlement.

zich zullen gedragen overeenkomstig de plaatzelyke verordeningen van elke bezitting.

ARTICLE II.

The Subjects and Vessels of one Nation shall not pay, upon importation or exportation, at the Ports of the other in the Eastern Seas, any Duty at a rate beyond the double of that at which the Subjects and Vessels of the Nation to which the Port belongs, are charged.

The Duties paid on exports or imports at a British Port, on the Continent of India, or in Ceylon, on Dutch bottoms, shall be arranged so as, in no case, to be charged at more than double the amount of the duties paid by British Subjects, and on British bottoms.

In regard to any article upon which no Duty is imposed, when imported or exported by the Subjects, or on the Vessels, of the Nation to which the Port belongs, the Duty charged upon the Subjects or Vessels of the other shall, in no case, exceed six per cent.

ARTIKEL II.

De onderdanen en schepen van de eene Natie zullen, by den in-en uitvoer in en van de havens der andere in de Oostersche Zeëen, geene regten betalen hooger dan ten bedrage van het dubbelde van die, waarmede de onderdanen en schepen der Natie aan welke de haven toebehoort, belast zyn.

De regten voor den in-of uitvoer met Nederlandsche bodems, in eene Britsche haven, op het vaste land van Indië, of op Ceylon, betaald wordende zullen in dezer voege worden gewyzigd, dat deswege, in geen geval, meer berekend worde dan het dubbelde der regten door Britsche onderdanen, en voor Britsche bodems, te betalen.

Met betrekking tot die artikelen op welke geen regt gesteld is, wanneer zy worden in-of uitgevoerd door de onderdanen of in de schepen der Natie aan welke de haven toebehoort zullen de regten aan de onderdanen der andere opteleggen, in geen geval, meer bedragen dan zes ten honderd.

ARTICLE III.

The High Contracting Parties engage, that no Treaty hereafter

ARTIKEL III.

De Hooge Contracterende Partyen beloven dat geen Tractaat,

made by Either, with any Native Power in the Eastern Seas, shall contain any Article tending, either expressly, or by the imposition of unequal Duties, to exclude the Trade of the other Party from the Ports of such Native Power: and that if in any Treaty now existing on either Part, any Article to that effect has been admitted, such Article shall be abrogated upon the conclusion of the present Treaty.

It is understood that, before the conclusion of the present Treaty, communication has been made by each of the Contracting Parties to the other, of all Treaties or Engagements subsisting between Each of them, respectively, and any Native Power in the Eastern Seas; and that the like communication shall be made of all such Treaties concluded by Them, respectively, hereafter.

voortaan door een derzelve met eenigen Staat in de Oostersche Zeëen te maken, eenig Artikel behelsen zal, strekkende, het zy regstreeks, het zy door oplegging, van ongelyke regten, om den koophandel der andere Partŷ van de havens van zoodanigen inlandschen Staat uittesluiten, en dat, by aldien in eene der thans aan wêerskanten bestaande overeenkomsten, eenig Artikel met die bedoeling is opgenomen geworden, zoodanig Artikel, by het sluiten des tegenwoordigen tractaats, buiten effect gesteld worden zal.

Over ên weder is verstaan dat, vóór het sluiten van dit Tractaat, door elke der Contracterende Partŷen aan de andere mededeeling is gedaan van alle tractaten of verbindtenissen tusschen dezelve respectievelyk en eenige Inlandsche Regering in de Oostersche Zeëen bestaande, en dat gelyke mededeeling geschieden zal van al zoodanige verbindtenissen, in het vervolg, door dezelve respectievelyk aantegaan.

Article IV.

Their Britannick and Netherland Majesties engage to give strict Orders, as well to Their Civil and Military Authorities, as to their Ships of War, to respect the freedom of Trade,

Artikel IV.

Hunne Groot Britannische en Nederlandsche Majesteiten beloven stellige bevelen te geven, zoo wel aan hunne burgerlyke en militaire bëambten, als aan hunne oorlogschepen, om de vryheid van handel,

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established by Articles I., II., and III.; and, in no case, to impede a free communication of the Natives in the Eastern Archipelago, with the Ports of the Two Governments, respectively, or of the Subjects of the Two Governments with the Ports belonging to Native Powers.

by Art. I. II. en III. vastgesteld, te eerbiedigen en, in geen geval, hinder toetebrengen aan de gemeenschap der inboorlingen van den Oostersche Archipel met de havens der twee Gouvernementen respectievelyk, noch aan die der wederzydsche onderdanen met de havens toebehorende aan inlandsche Regeringen.

Article V.

Their Britannick and Netherland Majesties, in like manner, engage to concur effectually in repressing Piracy in those Seas: They will not grant either asylum or protection to Vessels engaged in Piracy, and They will, in no case, permit the Ships or merchandize captured by such Vessels, to be introduced, deposited, or sold, in any of their Possessions.

Artikel V.

Hunne Groot Britannische en Nederlandsche Majesteiten verbinden zich, in gelyker voege, om krachtdadig bytedragen tot het beteugelen der zeeroverŷ in die Zeëen. Zŷ zullen geene schuilplaats of bescherming verleenen aan vaartuigen met welken Zeeroof bedreven wordt, en zullen in geen geval, veroorloven dat schepen of goederen, door zulke vaartuigen buit gemaakt, in eenige van hunne bezittingen ingevoerd, bewaard, of verkocht worden.

Article VI.

It is agreed that Orders shall be given by the Two Governments to their Officers and Agents in the East, not to form any new Settlement on any of the Islands in the Eastern Seas, without previous Authority from their respective Governments in Europe.

Artikel VI.

Er is overeengekomen dat door beide Gouvernementen aan Hunne Officieren en Agenten in Oost Indië bevel zal worden gegeven om geen nieuw kantoor op een der Oostersche Eilanden opterigten, zonder voorafgaande magtiging van hunne respectieve Gouvernementen in Europa.

ARTICLE VII.

The Molucca Islands, and especially Amboyna, Banda, Ternate, and their immediate Dependencies, are excepted from the operation of the I., II., III., and IV. Articles, until the Netherland Government shall think fit to abandon the monopoly of Spices; but if the said Government shall, at any time previous to such abandonment of the monopoly, allow the Subjects of any Power, other than a Native Asiatic Power, to carry on any Commercial Intercourse with the said Islands, the Subjects of His Britannick Majesty shall be admitted to such Intercourse, upon a footing precisely similar.

ARTIKEL VII.

Van de toepassing der Artikelen I. II. III. en IV. worden de Molukksche Eilanden, en speciaal Ambon, Banda, en Ternate, met derzelver onmiddelyke onderhoorigheden, uitgezonderd, tot tyd en wyle het Nederlandsch Gouvernement raadzaam oordeelen zal van den alleenhandel in Specerÿen aftezien; mar zoo dit Gouvernement immer, vóór zoodanige afschaffing van den alleenhandel, aan de onderdanen van eenige Mogendheid, anders dan een inlandschen Aziatischen Staat, veroorlooven mogt eenig handelsverkeer met die Eilanden te onderhouden, zullen de onderdanen van Zÿne Britsche Majesteit op een volstrekt gelyken voet tot zoodanig verkeer worden toegelaten.

ARTICLE VIII.

His Netherland Majesty cedes to His Britannick Majesty all His Establishments on the Continent of India; and renounces all privileges and exemptions enjoyed or claimed in virtue of those Establishments.

ARTIKEL VIII.

Zÿne Majesteit de Koning der Nederlanden staat aan Zÿne Groot Britannische Majesteit af, alle Zÿne Etablissementen op het vaste land van Indië, en ziet van alle voorregten en vrÿstellingen af, welke, ter zake van deze etablissementen, genoten, of gereclameerd geworden zÿn.

ARTICLE IX.

The Factory of Fort Marlborough, and all the English

ARTIKEL IX.

De Factory van Fort Marlborough, en al de bezittingen van

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Possessions on the Island of Sumatra, are hereby ceded to His Netherland Majesty: and His Britannick Majesty further engages that no British Settlement shall be formed on that Island, nor any Treaty concluded by British Authority, with any Native Prince, Chief, or State therein.

Groot Britanje op het Eiland Sumatra, worden by dezen afgestaan aan Zÿne Majesteit den Koning der Nederlanden, en Zÿne Groot Britannische Majesteit beloofd, dat op dat Eiland geen Britsch kantoor zal worden opgerigt, noch eenig Tractaat onder Britsch gezag gesloten met eenigen der inlandsche vorsten, opperhoofden, of staten op hetzelve gevestigd.

Article X.

The Town and Fort of Malacca, and its dependencies, are hereby ceded to His Britannick Majesty; and His Netherland Majesty engages, for Himself and His Subjects, never to form any Establishment on any part of the Peninsula of Malacca, or to conclude any Treaty with any Native Prince, Chief, or State therein.

Artikel X.

De stad en vesting van Malakka met derzelver onderhoorigheden worden by dezen afgestaan aan Zÿne Groot Britannische Majesteit, en Zÿne Majesteit de Koning der Nederlanden belooft, voor zich en voor Zÿne onderdanen, nimmer op eenig gedeelte van het Schiereiland van Malakka een kantoor te zullen oprigten, of Tractaten te zullen sluiten met eenigen der inlandsche vorsten, of staten, op dat Schiereiland gevestigd.

Article XI.

His Britannick Majesty withdraws the objections which have been made to the occupation of the Island of Billiton and its dependencies, by the Agents of the Netherland Government.

Artikel XI.

Zÿne Groot Britannische Majesteit ziet af van alle vertoogen tegen het bezetten van het Eiland Billiton en deszelfs onderhoorigheden door de Agenten van het Nederlandsch Gouvernement.

Article XII.

His Netherland Majesty withdraws the objections which have

Artikel XII.

Zÿne Majesteit de Koning der Nederlanden ziet af van alle verto

been made to the occupation of the Island of Singapore, by the Subjects of His Britannick Majesty.

His Britannick Majesty, however, engages, that no British Establishment shall be made on the Carimon Isles, or on the Islands of Battam, Bintang, Lingin, or on any of the other Islands South of the Straights of Singapore, nor any Treaty concluded by British Authority with the Chiefs of those Islands.

gen tegen het bezetten van het Eiland Sinkapoer door de onderdanen van Zÿne Groot Britannische Majesteit.

Daarentegen belooft Zÿne Groot Britannische Majesteit dat geen Britsch kantoor zal worden opgerigt op de Carimons Eilanden, of op de Eilanden Battam, Bintang, Lingin, of op eenig der anderen Eilanden liggende ten zuiden van straat Sinkapoer, en dat met derzelver opperhoofden geene Tractaten onder Britsch gezâg gesloten zullen worden.

Article XIII.

All the Colonies, Possessions, and Establishments which are ceded by the preceding Articles shall be delivered up to the Officers of the respective Sovereigns on the 1st of March 1825. The Fortifications shall remain in the state in which they shall be at the period of the notification of this Treaty in India; but no claim shall be made, on either side, for ordnance, or stores of any description, either left or removed by the ceding power, nor for any arrears of revenue, or any charge of administration whatever.

Artikel XIII.

Al de Kolonien, bezittingen, en etablissementen, die, bÿ de vorenstaande Artikelen worden afgestaan, zullen aan de officieren der respectieve Souvereinen overgegeven worden op den 1sten. Maart 1825. De Vestingen zullen blÿven in den toestand in welke zÿ zich zullen bevinden ten tÿde van het bekend worden des tegenwoordigen Tractaats in Indië, doch geene vordering zal, noch aan de eene noch aan de andere zÿde, geschieden, ter zake, het zÿ van geschut of behoeften van eenigen aard, door de afstaande Mogendheid of achtergelaten of medegenomen, het zÿ van achterstallige inkomsten, of van lasten van het bestuur, hoe ook genaamd.

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ARTICLE XIV.

All the Inhabitants of the Territories hereby ceded, shall enjoy, for a period of six years from the date of the Ratification of the present Treaty, the liberty of disposing, as they please, of their property, and of transporting themselves, without let or hinderance, to any country to which they may wish to remove.

ARTIKEL XIV.

Al de ingezetenen van de landen by dezen afgestaan, zullen, gedurende den tyd van zes jaren, te rekenen van de Ratificatie van het tegenwoordig Tractaat, de vryheid hebben om, naar welgevallen, over hun eigendom te beschikken, en zich, zonder hinder of belet, te begeven wer waarts zy zullen goedvinden.

ARTICLE XV.

The High Contracting Parties agree that none of the Territories or Establishments mentioned in Articles VIII., IX., X., XI., and XII. shall be, at any time, transferred to any other Power. In case of any of the said Possessions being abandoned by one of the present Contracting Parties, the right of occupation thereof shall immediately pass to the other.

ARTIKEL XV.

De Hooge Contracterende Partyen komen overeen, dat geen der landen of etablissementen by Artikelen VIII. IX. X. XI. en XII. vermeld, immer aan eenige andere Mogendheid zal mogen overgedragen worden. In geval dat eenige dier bezittingen door eene der thans Contracterende Partyen verlaten wordt, zullen hare regten tot dezelve onmiddelyk op de andere Party overgaan.

ARTICLE XVI.

It is agreed that all accounts and reclamations arising out of the restoration of Java, and other Possessions, to the Officers of His Netherland Majesty in the East Indies,—as well those which were the subject of a Convention made at Java on the 24th of June 1817, between the Commis-

ARTIKEL XVI.

Er is overeengekomen dat alle rekeningen of vorderingen voortgesproten uit de teruggave van Java en andere etablissementen aan de Officieren van Zyne Majesteit den Koning der Nederlanden in Oost Indië, zoo wel die welke het onderwerp hebben uitgemaakt eener Conventie op Java, den 24sten Juni

Commissioners of the Two Nations, as all others, shall be finally and completely closed and satisfied, on the payment of the sum of one hundred thousand pounds, sterling money, to be made in London on the part of the Netherlands, before the expiration of the Year 1825.

1817, tusschen de Kommissarissen der beide Natien gesloten, als alle andere hoe ook genaamd, finaal, en ten volle afgedaan zullen zÿn, behoudens de betaling eener som van Honderd Duizend Ponden Sterling van den kant der Nederlanden, te bewerkstelligen in London vóór het einde van het Jaar 1825.

ARTICLE XVII.

The present Treaty shall be ratified, and the Ratifications exchanged at London, within Three Months from the date hereof, or sooner if possible.

In witness whereof, the respective Plenipotentiaries have signed the same, and affixed thereunto the Seals of their Arms.

Done at London, the Seventeenth day of March, in the year of Our Lord One Thousand Eight Hundred and Twenty-four.

[L. S.] GEORGE CANNING.
[L. S.] CHARLES WATKIN WILLIAMS WYNN.

ARTIKEL XVII.

Het tegenwoordige Tractaat zal worden geratificeerd, en de Ratificatien zullen worden uitgewisseld te London binnen drie maanden na dato dezes, of eerder indien mogelÿk.

Ten oorkonden dezes hebben de respectieve Plenioptentiarissen deze getekend en met het zegel hunner wapenen bekrachtigd.

Aldus gedaan te London den zeventienden Maart, in het jaar onzes Heeren enn duizend acht honderd en vier en twintig.

[L. S.] H. FAGEL.
[L. S.] A. R. FALCK.

NOTE addressed by the BRITISH PLENIPOTENTIARIES to the PLENIPOTENTIARIES of the NETHERLANDS.

In proceeding to the signature of the Treaty which has been agreed upon, the Plenipotentiaries of His Britannick Majesty have great

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satisfaction in recording their sense of the friendly and liberal spirit which has been evinced by Their Excellencies the Plenipotentiaries of His Netherland Majesty; and their conviction that there is, on both sides, an equal disposition to carry into effect, with sincerity and good faith, the Stipulations of the Treaty, in the sense in which they have been negotiated.

The differences which gave rise to the present discussion are such as it is difficult to adjust by formal Stipulation; consisting, in great part, of jealousies and suspicions, and arising out of the acts of subordinate Agents, they can only be removed by a frank declaration of intention, and a mutual understanding as to principles between the Governments themselves.

The disavowal of the proceedings whereby the execution of the Convention, of August 1814, was retarded, must have satisfied Their Excellencies the Netherland Plenipotentiaries, of the scrupulous regard with which England always fulfils her engagements.

The British Plenipotentiaries record, with sincere pleasure, the solemn disavowal, on the part of the Netherland Government, of any design to aim, either at political supremacy, or at commercial monopoly, in the Eastern Archipelago. They willingly acknowledge the readiness with which the Netherland Plenipotentiaries have entered into Stipulations, calculated to promote the most perfect freedom of Trade between the subjects of the Two Crowns, and their respective Dependencies, in that part of the World.

The undersigned are authorized to express the full concurrence of His Britannick Majesty, in the enlightened views of His Majesty the King of the Netherlands.

Aware of the difficulty of adapting, at once, to a long established system of monopoly, the principles of commercial policy which are now laid down, the undersigned have been authorized to consent to the exception of the Molucca Islands from the general Stipulation for freedom of Trade, contained in the Treaty. They trust, however, that, as the necessity for this exception is occasioned solely by the difficulty of abrogating, at the present moment, the monopoly of spices, its operation will be strictly limited by that necessity.

The British Plenipotentiaries understand the term *Moluccas*, as applicable to that cluster of Islands, which has Celebes to the

westward, New Guinea to the eastward, and Timor to the southward; but that these three Islands are not comprehended in the exception: nor would it have included Ceram, if the situation of that Island, in reference to the two principal Spice Isles, Amboyna and Banda, had not required a prohibition of intercourse with it, so long as the monopoly of spices shall be maintained.

The territorial exchanges which have been thought expedient for avoiding a collision of interests, render it incumbent upon the Plenipotentiaries of His Britannick Majesty to make, and to require, some explanations with respect to the Dependents and Allies of England, in the Island from which she is about to withdraw.

A Treaty concluded in the year 1819, by British Agents, with the King of Acheen, is incompatible with the 3rd Article of the present Treaty. The British Plenipotentiaries therefore undertake, that the Treaty with Acheen shall, as soon as possible, be modified into a simple arrangement for the hospitable reception of British vessels and subjects in the Port of Acheen. But as some of the provisions of that Treaty, (which has been communicated to the Netherland Plenipotentiaries,) will be conducive to the general interests of Europeans established in the Eastern Seas, they trust that the Netherland Government will take measures for securing the benefit of those provisions. And they express their confidence, that no measures, hostile to the King of Acheen, will be adopted by the new Possessor of Fort Marlborough.

It is no less the duty of the British Plenipotentiaries to recommend to the friendly and paternal protection of the Netherland Government, the interests of the natives and settlers, subject to the ancient Factory of England at Bencoolen.

This appeal is the more necessary, because, so lately as the year 1818, Treaties were made with the Native Chiefs, by which their situation was much improved. The system of forced cultivation and delivery of pepper was abolished; encouragement was given to the cultivation of rice; the relations between the cultivating classes and the Chiefs of the districts were adjusted; the property in the soil was recognized in those Chiefs; and all interference in the detailed management of the interior was withdrawn, by removing the European residents from the out-stations, and substituting in their

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room native officers. All these measures were calculated greatly to promote the interests of the native inhabitants.

In recommending these interests to the care of the Netherland Government, the undersigned request the Plenipotentiaries of His Netherland Majesty to assure their Government, that a corresponding attention will be paid, on the part of the British Authorities, to the inhabitants of Malacca, and the other Netherland Settlements which are transferred to Great Britain.

In conclusion, the Plenipotentiaries of His Britannick Majesty congratulate Their Excellencies the Netherland Plenipotentiaries, upon the happy termination of their Conferences. They feel assured, that, under the arrangement which is now concluded, the commerce of both nations will flourish, and that the Two Allies will preserve inviolate in Asia, no less than in Europe, the friendship which has, from old times, subsisted between them. The disputes being now ended, which, during two centuries, have occasionally produced irritation, there will henceforward be no rivalry between the English and the Dutch nations in the East, except for the more effectual establishment of those principles of liberal policy which both have this day asserted in the face of the World.

The undersigned request Their Excellencies the Plenipotentiaries of His Netherland Majesty will accept the assurances of their distinguished consideration.

(Signed) GEORGE CANNING.
CHARLES WATKIN WILLIAMS WYNN.

London, March 17, 1824.

REPLY of the NETHERLAND PLENIPOTENTIARIES to the NOTE of the PLENIPOTENTIARIES of GREAT BRITAIN.

Les Soussignés, Plénipotentiaires de Sa Majesté Le Roi des Pays-Bas, ont trouvé, dans la Note qui vient de leur etre remise par Leurs Excellences Messieurs les Plénipotentiaires Britanniques, un résumé fidèle des communications, qui avaient eu lieu à l'epoque où des circonstances, indépendantes de la volonté des négociateurs, amenèrent la suspension de leurs conférences.

Appellés à reprendre un travail dont l'achèvement a toujours été désiré de part et d'autre avec une égale sincérité, les Soussignés n'ont pas tardé à réconnaitre dans leurs Collaborateurs, cet esprit d'équité et de conciliation, qui facilite l'arrangement des questions les plus compliquées, et auquel ils ne peuvent rendre hommage dans un moment plus opportun que celui, qui va sanctionner, par la signature d'un Traité formel, les dispositions adoptées après le plus mûr examen, comme éminemment utiles pour le maintien de la bonne intelligence, même entre les Agens inférieurs des Puissances Contractantes.

Ce but essential, cette tendance principale du Traité, sont palpables pour tous ceux qui en lisent avec attention les defférens Articles. Ce qui s'y trouve expressément stipulé, semble devoir suffire pour lever, d'un commun accord, toute incertitude, qui pourrait se présenter par la suite. Cependant, comme Messieurs les Plénipotentiaires Britanniques ont cru devoir entrer dans quelques détails ultérieurs, les Soussignés, qui, de leur côté, sentent l'importance de ne rien donner au hasard, dans une matière aussi intéressante, ne font aucune difficulté de les suivre dans ces détails, et de completter, par le dévéloppement succinct de leur manière de voir, la réponse, due par eux, à la susdite Note de Leurs Excellences.

L'Article VII. renferme une exception au principe général de la liberté du Commerce. La nécessité de cette exception, déjà admise par l'Angleterre dans les conférences de 1820, répose sur l'existence du systême rélatif au Commerce exclusif des épiceries. Si les déliberations du Gouvernement des Pays-Bas conduisent à l'abandon de ce systême, aussitôt le Commerce libre reprend ses droits, et tout cet Archipel, qui a été fort justement décrit comme compris entre *Celebes, Timor* et *la Nouvelle Guinée,* est ouvert à toutes les spéculations légitimes, sur le pied à établir par les ordonnances locales, et, pour ce qui concerne en particulier les sujets de Sa Majesté Britannique, conformément aux basses consacrées par le Traité pour toutes les possessions Asiatiques des deux Parties Contractantes.

Par contre, aussi long-tems que l'exception, dont il s'agit, reste en vigueur, les navires qui traversent les Moluques, doivent s'abstenir de relâcher, dans d'autres Ports que ceux dont la désignation a été officiellement communiquée aux Puissances maritimes il y a quelques

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annees; sauf les cas de détresse pour lesquels il est superflu d'ajouter, qu'ils trouveront, dans tous les endroits où flotte le Pavillon des Pays-Bas, les services et les sécours dûs à l'humanité souffrante.

Si le Gouvernement de la Grande Bretagne pense qu'il y a un avantage réel pour lui à ce qu'en se dégageant, d'aprés les principes consacrés par le Traité qui va être signé, des liaisons que ses Agens formèrent, il y a quatre où cinq ans, dans le Royaume d'*Acheen*, il assure, par quelque stipulation nouvelle, l'accueil hospitalier des Sujets et Vaisseaux Britanniques dans les Ports de ce Royaume,—les Soussignés n'hésitent pas à déclarer que, de leur côté, ils n'y voyent aucun inconvénient; et ils croyent pouvoir assurer, en même tems, que leur Gouvernement s'appliquera, sans délai, à régulariser ses rapports avec *Acheen*, de manière que cet Etat, sans rien perdre de son indépendance, offre au Navigateur et au Commerçant cette constante sécurité, qui semble ne pouvoir y être établie, que par l'exercice modéré d'une influence Européenne.

A l'appui des informations contenues dans la dernière Note de Messieures les Plénipotentiaries Britanniques, au sujet de *Bencoolen*, Leurs Excellences ont communiqué aux soussignés les deux Conventions respectivement signées le 23 Mai et le 4 Juillet de 1818, d'un côté par le Lieutenant-Gouverneur de cet établissement, et de l'autre par les Chefs de quelques tribus voisines. On leur a aussi fait part d'une depêche du Gouverneur-Général en Conseil, datée de *Fort William*, le 9 Mai 1823, et d'aprés laquelle l'adminstration Britannique a aboli au Fort Marlborough le monopole du poivre, encouragé la culture du riz, et placé sur un pied stable et uniforme, les rapports des différentes classes de Natifs, tant entre elles, qu'avec leur chefs. Or, pour autant que les Soussignés ne se trompent point en supposant, que le but de ces arrangemens a été d'assurer la prospérité agricole de la Colonie, et d'écarter les vexations qui résultent souvent du contact immédiat de la population indigène avec les autorités subalternes d'une adminstration étrangère, ils éprouvent une grande satisfaction à dire, que loin d'avoir à rédouter des mésures rétroactives, les individus intéressés à l'ordre actuel des choses peuvent, au contraire, nourrir l'espoir, que le nouveau Gouvernement aura égard à leurs droits acquis, et à leur bien être; et, ce que les Soussignés aiment surtout à garantir,

il fera observer les Articles des Conventions déjà mentionnées, sur la foi desquels les habitans de *Pasummah*, *Ulu Manna*, et d'autres peuplades de l'intérieur ont réconnu l'autorité, ou accepté la protection de la Compagnie des Indes Britanniques, sauf toutefois la faculté d'y substituer, du plein gré des parties intéressées, d'autres conditions analogues, si les circonstances venaient à rendre un changement nécessaire.

Quant aux dispositions équitables et bienveillantes du Gouvernement Britannique envers les habitans de *Malacca*, et des autres établissemens Hollandois, cédés par le Traité, les Plénipotentiaires de Sa Majesté le Roi des Pays-Bas, en acceptent l'assurance avec une confiance illimitée; et ce même sentiment les porte à ne pas insister, pour que les instructions et ordres, qui seront adressés aux Autorités Anglaises dans l'Inde, rélativement à la remise du *Fort Marlborough*, et de ses dépendances, soyent conçus en des termes tellement clairs, précis, et positifs, qu'on n'y puisse trouver aucun motif d'incertitude, ni aucun prétexte de délai; car ils sont persuadés que Messieurs les Plénipotentiaires Britanniques, après avoir apporté tant de modération et de loyauté à l'accomplissement de leur tâche sauront veiller à ce que le résultat des travaux communs ne soit pas compromis par égard pour des intérêts subordonnés, et des considérations sécondaires. Ce résultat, Messieurs les Plénipotentiaires Britanniques l'ont décrit eux-mêmes dans leur dernière Note, et il ne reste aux Soussignés qu'à se féliciter d'y avoir concouru, et à joindre leurs vœux à ceux de Leurs Excellences, pour que les Agens respectifs dans les Possesions Asiatiques, se montrent toujours pénétrés du sentiment des devoirs, que deux Nations, amies et animées de vûes vraiment libérales ont à remplir, tant l'une à l'égard de l'autre, que vis à vis des indigènes, que le cours des évènemens ou les traités ont placés sous leur influence.

Les Soussignés saisissent avec empressement cette occasion de renouveller à Leurs Excellences Messieurs les Plénipotentiaires Britanniques l'assurance de leur considération la plus distinguée.

(Signé) H. FAGEL.
„ A. R. FALCK.

Londres, le 17 *Mars* 1824.

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(TRANSLATION.)

The Undersigned, Plenipotentiaries of His Majesty The King of the Netherlands, have found in the Note, which is just delivered to them by Their Excellencies the British Plenipotentiaries, a faithful recapitulation of the communications which had taken place at the time, when circumstances, independent of the will of the Negotiators, caused a suspension of their conferences.

Summoned to resume a work, the completion of which has ever been desired with equal sincerity by both Parties, the Undersigned have not failed to recognize in their Co-labourers in this work, that spirit of equity and conciliation, which facilitates the arrangement of the most complicated questions, and to which they cannot do justice at a time more fitting than that which is about to sanction, by the signature of a formal Treaty, the Resolutions, adopted after a most strict examination, as eminently useful for the maintenance of a good understanding, even among the inferior Agents of the Contracting Powers.

This essential aim and principal tendency of the Treaty is evident to all who read its different Articles with attention. What is therein expressly stipulated ought to suffice for the removal, by common consent, of all uncertainty which might present itself in the sequel. However, as the British Plenipotentiaries have considered it necessary to enter into some further details, the Undersigned, who, on their part, are sensible of the importance of leaving nothing doubtful in so important a matter, have no difficulty in following them through these details, and in supplying, by a concise display of their view of the subject, the answer which is due from them to the aforesaid Note of Their Excellencies.

The 7th Article contains an exception to the general principle of liberty of commerce. The necessity of that exception, already admitted by England in the Conferences of 1820, rests upon the existence of the system which respects the exclusive Trade in Spice. Should the determinations of the Government of the Netherlands lead to the abandonment of that system, the rights of free trade will be immediately restored, and the whole of that Archipelago, which has been very justly described as comprised between *Celebes*, *Timor*, and *New Guinea*, will be open to all lawful speculations, on the footing to be established by local Ordinances, and, so far as particularly concerns the Subjects of

His Britannick Majesty, in conformity with the grounds sanctioned by the Treaty for all the Asiatic possessions of the Two Contracting Powers.

On the other hand, so long as the exception in question remains in force, the Ships which traverse the Moluccas must refrain from touching at any Ports but those whereof the description has been officially communicated to the Maritime Powers some years back; except in cases of distress, in which it is superfluous to add, that they will find in all places, where the Flag of the Netherlands may be flying, those good offices and succours which are due to suffering humanity.

If the Government of Great Britain conceives it to be a real advantage, that by disengaging itself, according to the principle sanctioned by the Treaty which is about to be signed, from the connections which were formed by its Agents four or five years ago, in the Kingdom of *Acheen*, it secures, by some new clause, the hospitable reception of British Vessels and Subjects in the ports of that Kingdom; the Undersigned hesitate not to declare, that, on their part, they do not see any difficulty in it, and conceive that they may assert at the same time, that their Government will apply itself, without delay, to regulate its relations with *Acheen*, in such a manner that that State, without losing any thing of its independence, may offer both to the sailor and the merchant that constant security which can only be established by the moderate exercise of European influence.

In support of the information contained in the last Note of the British Plenipotentiaries on the subject of *Bencoolen*, Their Excellencies have communicated to the Undersigned the two Conventions respectively signed on the 23rd of May and the 4th of July 1818, by the Lieutenant-Governor of that Establishment, on the one side, and by the Chiefs of some neighbouring Tribes on the other. They have likewise communicated a Despatch of the Governor-General in Council, dated *Fort William*, the 9th of May 1823, and according to which the British Government has abolished at Fort Marlborough the monopoly of Pepper; encouraged the cultivation of Rice; and placed on a firm and uniform footing the relations of the different classes of Natives, as well among themselves, as with their Chiefs. But inasmuch as the Undersigned are not wrong in supposing that the object of these

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arrangements has been the security of the agricultural prosperity of the Colony, and the removal of the vexations which often result from the immediate contact of the Native population with the subordinate Authorities of a Foreign Government, they experience great satisfaction in saying, that, far from having cause to dread retroactive measures, the individuals interested in the existing order of things may, on the contrary, cherish the hope that the new Government will respect their acquired rights, and their welfare; and, what the Undersigned are above all things desirous to guarantee, that it will cause the Articles of the above-mentioned Conventions to be observed, on the faith of which the Inhabitants of *Pasummah*, *Ulu Manna*, and the other Colonists in the interior, have recognized the authority, or accepted the protection, of the British East India Company; saving, however, the power of substituting, with the full consent of the Parties interested, other analogous conditions, if circumstances should render a change necessary.

With respect to the equitable and benign intentions of the British Government towards the Inhabitants of *Malacca*, and the other Dutch Establishments ceded by the Treaty, the Plenipotentiaries of His Majesty The King of the Netherlands accept the assurance thereof with unlimited confidence; and the same sentiment prevents them from insisting that the orders and instructions which shall be addressed to the English Authorities in India, relative to the surrender of *Fort Marlborough*, and its dependencies, should be conceived in such clear, precise, and positive terms, that no cause of uncertainty, or any pretext for delay, may be discovered in them:—being persuaded that the British Plenipotentiaries, after having accomplished their labours with so much moderation and equity, will take care that the result of their common exertions be not compromised by any regard to subordinate interests and secondary considerations. This result the British Plenipotentiaries themselves have described in their last Note, and it only remains for the Undersigned to congratulate themselves on having contributed thereto, and to unite their wishes with those of Their Excellencies, that their respective Agents in their Asiatic Possessions may ever show themselves sensible of the duties, which Two Friendly Nations, animated with truly liberal views, have to fulfil, both with reference to each other, and also towards the Natives whom the course of events or Treaties have placed under their influence.

The Undersigned avail themselves of this opportunity of renewing to Their Excellencies, the British Plenipotentiaries, the assurance of their most distinguished consideration.

(Signed) H. FAGEL.
„ A. R. FALCK.

London, March 17, 1824.

No. LXXXV.

TREATY WITH NANING.

TREATY entered into in 1801, by the BRITISH RESIDENT at Malacca, LIEUTENANT-COLONEL TAYLOR, with the PANGHULU of NANING.

Articles and Conditions dictated by Lieutenant-Colonel Aldwell Taylor, Governor and Commandant of Malacca, for and in behalf of the Honourable the Governor of Fort St. George, with Rajah Mera, Captain Panghulu, &c., called Dholl Syed; and Lela Uluh Baling and Monland Hakim, called the late Orangkayo; Kechil, called Musih; and Menobonjonkaya, called Konchil; and Maharajah Ankaia, called Sumuna; and Mulahna Garan, Ministers and Chiefs of Naning, and the circumjacent villages, who have solemnly accepted and sworn to the following Articles:—

ARTICLE 1.

The said Captain, or Pangifulu, Ministers, and Chiefs, promise and swear, in the name and in behalf of the whole community of Naning, to be faithful and submissive to the above-mentioned the Honourable the Governor in Council of Fort Saint George, likewise the Governor and Commandant of this Town and Fortress, and all Commandants that are, or may hereafter be, appointed under them, and, moreover, will do their utmost to conduct themselves in all cases with obedience to the British Authority, as is required of all dutiful subjects, without conjointly or severally attempting any hostile

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measure against the said Governor, either directly or indirectly, and the following Articles shall be solemnly and strictly observed, and all other contracts and covenants that have been previously passed with another nation to the prejudice of the British be annulled.

ARTICLE 2.

In case any persons at Naning, children of the Menankabans and Malays, shall violate the contents of this Contract, or shall be disobedient to the Governor or his Officers, the Panghulu and Chiefs shall, at the demand of the Governor, deliver them up to be punished as they deserve.

ARTICLE 3.

The Panghulu, Chiefs, and inhabitants of Naning, Menankabans, as well as Malays, are bound to deliver one-tenth of the produce of their rice and all fruits to the East India Company; but, in consideration of their indigent circumstances, the said Company has resolved that the Panghulu shall come in person, every year, or cause one of his Chiefs to come to Malacca, in order to pay their homage to the Company, and, as a token of their submission, they shall present to the Company from the first fruits of the crop one-half coyan of paddy (400 gantangs.)

ARTICLE 4.

The inhabitants of Naning, when quitting the country, in order to proceed to Malacca, shall produce to the Shah Bunder a written permission from the Panghulu, signed and sealed with his seal; and likewise all persons who may wish to proceed from Malacca to Naning, are directed to produce to the authority there similar documents, signed (by order of the Government) by the Shah Bunder, otherwise both parties shall be obliged to send such persons back; but, when provided with the required Certificates, they will be permitted to reside at Naning and adjacent villages, and to seek the means of livelihood by agricultural pursuits, in planting betel, &c., provided they adhere and conform to the customs and usages of the place in the same manner as the other inhabitants.

ARTICLE 5.

The Panghulu and Chiefs promise, that all the tin brought from Srimenanti, Sungie-ujong, Rambow, and other places in these districts to Naning, shall be immediately sent and delivered to the Company, for which they shall receive 44 Rix Dollars in cash, for every bhar of 300 catties, payable in Surat Rupees.

ARTICLE 6.

They also promise to deliver the pepper of Naning and the adjacent districts, when any great quantity is to be had, to the Company, at the price of 12 Rix Dollars per bhar.

ARTICLE 7.

The Panghulu, Chiefs, and the people of Naning shall have no authority to negociate or traffic with any inland nation, but shall bring their goods down the river of Malacca, making use, under no pretext whatever, of any other passage of conveyance, nor holding any communication with any such inland nation, in the River Panagie, on pain of forfeiting their lives and property.

ARTICLE 8.

The Panghulu and Chiefs promise, in the name of the said Community of Naning, that whenever the Chief Rulers happen to resign the Government, or any misfortune befal them, they shall, in such case, propose one of the nearest and most qualified of his family, to the Governor of Malacca, for his successor; but it is not to be expected that such a proposal must always meet the Governor's approbation; on the contrary it is optional with him whom he thinks proper to appoint.

ARTICLE 9.

Any slaves belonging either to the Honourable Company, or the inhabitants of Malacca, that may take shelter in Naning, or the circumjacent villages or places, the Panghulu, Chiefs, and inhabitants (none excepted) shall bind themselves to apprehend and immediately send to Town such fugitives, that the same may be delivered to their masters, and a demand of 10 Rix Dollars, and not more, as a reward, shall be exacted from the owners.

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ARTICLE 10.

Any male or female slaves, that may be enticed away from Naning to come to Malacca, in order to embrace the Christian faith, the proprietor of such a slave shall receive, as compensation, one-half the amount of the price of the slave, according to the appraisement of the Committee which the Government shall appoint.

ARTICLE 11.

But any person who sells any Christian slaves or freemen of Malacca to a Mussulman or Heathen, either with their own consent, or seduced, or carried away by force from their masters, more especially those who induce such Christian slaves or freemen to be circumcised, or use violence to persuade them to become Mahomedans, shall forfeit their lives and property.

ARTICLE 12.

And that the contents of the said Articles may be inviolably observed, the Panghulu and Chiefs promise and swear, in the name of the whole multitude, that they will immediately restore and deliver to the Honourable the Governor all such runaway slaves that are in Naning or other places.

ARTICLE 13.

Lastly the Panghulu and Chiefs promise and swear on the Koran, in the name of the community of Naning, that they will in every respect solemnly observe and maintain the orders set forth in these Articles, and do bind themselves to deliver up any transgressors of the said orders to the said East India Company, in order that punishment may be inflicted on such persons.

For the due fulfilment of what has been herein promised and agreed, I have hereunto set my usual signature.

Done and sworn in the Town and Fortress of Malacca, 16th of July 1801.

(Signed) A. TAYLOR.

Sworn to by the Panghulu and Chiefs of Naning. We, Captain or Panghulu and Chiefs, promise and swear, as well for ourselves as in the

name and behalf of the Community of Naning, to be faithful and sincere to the Governor in Council of Fort Saint George, the Governor and Commandant of Malacca, and all Commanders that are, or may hereafter be appointed under them, and furthermore to be punctual and strict in observing their orders and commands, that have, or may hereafter be issued, and in conducting ourselves in future, towards the East India Company, in such a manner as is required of all dutiful and faithful subjects and vassals.

Signed by marks by DHOLL SYED, BELAL MOREN, KANTJÜIL, SOEMOEN, and MOULANA GUNAN.

No. LXXXVI.

EASTERN ARCHIPELAGO—QUEDAH.

AGREEMENT with the KING OF QUEDAH, for the cession of Prince of Wales' Island, in 1786.

Conditions required by the King of Quedah.	*Replies of the Governor-General and Council to the King of Quedah's demands.*
ARTICLE 1.	
That the Honourable Company shall be guardian of the seas; and whatever enemy may come to attack the King, shall be an enemy to the Honourable Company, and the expense shall be borne by the Honourable Company.	This Government will always keep an armed vessel stationed to guard the Island of Penang, and the coast adjacent, belonging to the King of Quedah.
ARTICLE 2.	
All vessels, junks, prows, small and large, coming from either	All vessels, under every denomination, bound to the port of Quedah,

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east or west, and bound to the port of Quedah, shall not be stopped or hindered by the Honourable Company's Agent, but left to their own wills, either to buy and sell with us, or with the Company at Pulo Penang, as they shall think proper.

shall not be interrupted by the Honourable Company's Agent, or any person acting for the Company, or under their authority, but left entirely to their own free will, either to trade with the King of Quedah, or with the agents or subjects of the Honourable Company.

ARTICLE 3.

The articles opium, tin, and rattans, being part of our revenue, are prohibited; and Qualla, Mooda, Pray, and Krean, places where these articles are produced, being so near to Penang, that when the Honourable Company's Resident remains there, this prohibition will be constantly broke through, therefore it should end, and the Governor-General allow us our profits on these articles, *viz.* 30,000 Spanish Dollars every year.

The Governor-General and Council, on the part of the English East India Company, will take care that the King of Quedah shall not be a sufferer by an English settlement being formed on the Island of Penang.

ARTICLE 4.

In case the Honourable Company's Agent gives credit to any of the King's relations, ministers, officers, or ryotts, the Agent shall make no claim upon the King.

The Agent of the Honourable Company, or any person residing on the Island of Penang, under the Company's protection, shall not make claims upon the King of Quedah for debts incurred by the King's relations, ministers, officers, or ryotts.; but the persons having demands upon any of the King's subjects, shall have power to seize the persons and property of those indebted to them, according to the custom and usages of that country.

ARTICLE 5.

Any man in this country, without exception, be it our son or brother, who shall become an enemy to us, shall then become an enemy to the Honourable Company; nor shall the Honourable Company's Agent protect them, without breach of this Treaty, which is to remain while Sun and Moon endure.

All persons residing in the country belonging to the King of Quedah, who shall become his enemies, or commit capital offences against the State, shall not be protected by the English.

ARTICLE 6.

If any enemy come to attack us by land, and we require assistance from the Honourable Company, of men, arms, or ammunition, the Honourable Company will supply us at our expense.

This Article will be referred for the orders of the English East India Company, together with such parts of the King of Quedah's requests as cannot be complied with previous to their consent being obtained.

No. LXXXVII.

TREATY with the KING of QUEDAH, 1791.

In the Hegira of our Prophet, 1205, year Dalakir, on the 16th of Moon Saban, on the day Ahat.

Seal of Toonkoo Sheriff Mahomed.

Whereas, on this date, this writing showeth that the Governor of Pulo Penang,* vakeel of the English Company, concluded peace and friendship with His Highness, Empetuan of Quedah, and all his great officers and royats of the two countries, to live in peace by sea and

* Prince of Wales' Island.

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land, to continue as long as the Sun and Moon give light: the Articles of Agreement are:—

ARTICLE 1.

The English Company will give to His Highness, Empetuan of Quedah, six thousand Spanish Dollars every year, for as long as the English shall continue in possession of Pulo Penang.

ARTICLE 2.

Seal of Toonkoo Allong Abraham.

His Highness Empetuan agrees that all kinds of provisions, wanted for Pulo Penang, the ships of war, and the Company's ships, may be bought at Quedah, without impediment, or being subject to any Duty.

ARTICLE 3.

All slaves running from Quedah to Pulo Penang, or from Pulo Penang to Quedah, shall be returned to their owners.

ARTICLE 4.

Seal of Datoo Pongawa Tilebone.

All persons in debt running from their creditors, from Quedah to Pulo Penang, or from Pulo Penang to Quedah, if they do not pay their debts, their persons shall be delivered over to their creditors.

ARTICLE 5.

The Empetuan will not allow Europeans of any other nation to settle in any part of this country.

Seal of F. Light, Superintendent.

ARTICLE 6.

The Company shall not receive any persons committing high treason or rebellion to Empetuan.

ARTICLE 7.

All persons committing murder, running from Quedah to Pulo Penang, or from Pulo Penang to Quedah, shall be apprehended and returned in bonds.

ARTICLE 8.

All persons stealing chops (forgery) to be given up likewise.

ARTICLE 9.

All persons, enemies to the English Company, Empetuan shall not supply them with provisions.

These nine Articles are settled and concluded, and peace is made between Empetuan and the English Company; Quedah and Pulo Penang shall be as one country.

This done and completed by Toonkoo Sheriff Mahomed, and Toon koo Allong Abraham, and Datoo Pongawa Tilebone, vakeels on the part of Empetuan, and given to the Governor of Pulo Penang, vakeel for the English Company. In this Agreement, whoever departs from any part herein written, God will punish and destroy: to him there shall be no health.

The seals of Sheriff Mahomed and Toonkoo Allong Abraham, and Datoo Pongawa Tilebone, are put to this writing, with each person's hand-writing.

Transcribed by Hakim Bunder, Poolong Penang.

Signed, sealed, and executed, in Fort Cornwallis, on Prince of Wales' Island, this 1st day of May, in the year of our Lord 1791.

(A true translation)
(Signed) F. LIGHT.

MALAYAN PENIN-SULA.

No. LXXXVIII.

No. LXXXVIII.

TREATY with the KING of QUEDAH, 1802.

Seal of Yeng tle Per Tuan Rajah Mooda.

In the year of the Hegira of the Prophet (the peace of the Most High God be upon him) 1215, the year Hun, on the twelfth day of the Moon Mohurrum, on the day Aaorbare (Wednesday), whereas this day, this writing showeth, that Sir George Leith, Baronet, Lieutenant-Governor of Pulo Penang,* on the part of the English Company, has agreed on and concluded a Treaty of friendship and alliance with His Highness Yeng de Per Tuan Rajah Mooda of Purlies and Quedah, and all his Officers of State and Chiefs of the two countries, to continue on sea and land, as long as the Sun and Moon retain their motion and splendour: the Articles of which Treaty are as follow :—

Seal of Datoo Bindahara.

Seal of Che Ngan Abdoola.

ARTICLE 1.

The English Company are to pay annually to His Highness Yeng de Per Tuan of Purlies and Quedah, ten thousand Dollars, as long as the English shall continue in possession of Pulo Penang, and the country on the opposite coast hereafter mentioned.

ARTICLE 2.

His Highness Yeng de Per Tuan agrees to give to the English Company, for ever, all that part of the sea-coast that is between Qualla Kurreean and the river side of Qualla Mooda, and measuring inland from the sea side sixty Orlongs; the whole length above-

* Prince of Wales' Island.

mentioned to be measured by people appointed by Yeng de Per Tuan and the Company's people. The English Company are to protect this coast from all enemies, robbers, and pirates that may attack it by sea, from north to south.

ARTICLE 3.

His Highness Yeng de Per Tuan agrees, that all kinds of provisions wanted for Pulo Penang, the ships of war and the Company's ships, may be bought at Purlies and Quedah, without impediment or being subject to any Duty or Custom; and all boats going from Pulo Penang to Purlies and Quedah, for the purpose of purchasing provisions, are to be furnished with proper passports for that purpose, to prevent impositions.

ARTICLE 4.

All slaves running away from Purlies and Quedah to Pulo Penang, or from Pulo Penang, to Purlies and Quedah, shall be returned to their owners.

ARTICLE 5.

All debtors running from their creditors from Purlies and Quedah to Pulo Penang, or from Pulo Penang to Purlies and Quedah, if they do not pay their debts, their persons shall be delivered up to their creditors.

ARTICLE 6.

His Highness Yeng de Per Tuan shall not permit Europeans of any other nation to settle in any part of his dominions.

ARTICLE 7.

The Company are not to receive any such people as may be proved to have committed rebellion or high treason against Yeng de Per Tuan.

ARTICLE 8.

All persons guilty of murder, running from Purlies and Quedah to Pulo Penang, or from Pulo Penang to Purlies and Quedah, shall be apprehended and returned in bonds.

ARTICLE 9.

All persons stealing chops (forgery) to be given up likewise.

ARTICLE 10.

All those who are, or may become enemies to the Company, Yeng de Per Tuan shall not assist with provisions.

ARTICLE 11.

All persons belonging to Yeng de Per Tuan, bringing the produce of the country down the river, are not to be molested or impeded by the Company's people.

ARTICLE 12.

Such articles as Yeng de Per Tuan may stand in need of from Pulo Penang are to be procured by the Company's agents, and the amount to be deducted from the gratuity.

ARTICLE 13.

As soon as possible, after the ratification of this Treaty, the arrears of gratuity now due, agreeable to the former Treaty and Agreement to His Highness Yeng de Per Tuan of Purlies and Quedah, to be paid off.

ARTICLE 14.

On the ratification of this Treaty, all former Treaties and Agreements between the two Governments to be null and void.

These fourteen Articles being settled and concluded between His Highness Yeng de Per Tuan and the English Company, the countries of Purlies and Quedah and Pulo Penang shall be as one country; and whoever shall depart or deviate from any part of this Agreement, God will punish and destroy him: he shall not prosper.

This done and completed, and two Treaties, of the same tenor and date, interchangeably given between His Highness Yeng de Per Tuan and the Governor of Pulo Penang, and sealed with the seals of the State Officers immediately officiating under His Highness Yeng de Per Tuan, in order to prevent disputes hereafter.

Written by Hakim Ebrahim Eben (son of Sirree Rajah Mooda), by order of His Highness Yeng de Per Tuan, of exalted dignity.

(A true translation)

(Signed) J. SWAINE,
M. T.

Seal of Hakim Ebrahim.

Revised from the original by John Anderson, Malay Translator to Government.

Approved and confirmed by the Governor-General in Council, November, 1802.

No. LXXXIX.

TREATY with PERAK, 1818.

Treaty of Commercial Alliance between the Honourable English East India Company and His Majesty the Rajah of Perak, settled by Mr. Walter Sewell Cracroft, in virtue of powers delegated to him by the Honourable John Alexander Bannerman, Governor of Prince of Wales' Island and its dependencies.

Done on the 27th Ramadlan, 1233, *answering to the evening of the 30th July* 1818.

ARTICLE I.

The peace and friendship now subsisting between the Honourable English East India Company and His Majesty the Rajah of Perak, shall be perpetual.

ARTICLE II.

The vessels and merchandize belonging to British subjects, or persons being under the protection of the Honourable East India

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Company, shall always enjoy in the ports and dominions subject to His Majesty the Rajah of Perak, all the privileges and advantages which are now, or may at any time hereafter be, granted to the subjects of the most favored nations.

ARTICLE 3.

The vessels and merchandize belonging to the subjects of His Majesty the Rajah of Perak shall always receive similar advantages and privileges with those in the preceding Article, as long as they are in the harbour of Fort Cornwallis and in all other places dependent on the British Government of Prince of Wales' Island.

ARTICLE 4.

His Majesty of Perak agrees that he will not renew any obsolete and interrupted Treaties with other nations, public bodies, or individuals, the provisions of which may, in any degree, tend to exclude or obstruct the trade of British subjects, who further shall not be burthened with any impositions or Duties not levied on the subjects of other States.

ARTICLE 5.

His Majesty the Rajah of Perak further engages, that he will, upon no pretence whatsoever, grant a monopoly of any articles of trade or commodities, the produce of his territories, to any person or persons, European, American, or natives of any other country, but that he will allow British subjects to come and buy all sorts of merchandize, the same as other people.

ARTICLE 6.

The Honourable East India Company engage, that they will not form any Treaties or Engagements which may exclude or obstruct the merchandize of the subjects of the Rajah of Perak who come to trade at Penang, nor will they grant a monopoly of any sort of merchandize to one description of persons only, as is specified in the 5th Article, but will allow the natives of Perak to come and buy all sorts of merchandize, the same as other people.

ARTICLE 7.

His Majesty the Rajah of Perak engages, that if any persons bring subjects of the Company from Penang and its dependencies for sale, he will not allow of their sale in the country of Perak, and the Honourable Company will be bound by a similar Agreement with respect to the subjects of Perak, for the laws of England on no account allow of such proceedings in any of the countries subject to the British authority.

ARTICLE 8.

This Treaty, according to the foregoing Articles, is made for the purpose of promoting the peace and friendship of the two States, and securing the liberty of commerce and navigation between their respective subjects to the mutual advantage of both, and of it one draft is retained by His Majesty the Rajah of Perak, and one by Mr. Walter Sewell Cracroft, Agent of the Honourable the Governor of Penang. To this is affixed the seal of His Majesty the Rajah of Perak, to ratify it to the Honourable English East India Company, so that no disputes may hereafter arise concerning it, but that it may be permanent and last for ever.

(True copy)

(Signed) J. W. SALMOND,

Resident Councillor, Prince of Wales' Island.

MALAYAN PENINSULA.

No. XC.

No. XC.

TRANSLATION of an ENGAGEMENT of His MAJESTY PADUKA SRI SULTAN ABDULLAH *MA-ALUM SHAH*, who is seated on the Royal Throne of the Perak Country, given to MR. JOHN ANDERSON, Agent to the Honourable ROBERT FULLERTON, Governor of Pulo Penang, on behalf of the HONOURABLE ENGLISH EAST INDIA COMPANY, as a token of a lasting alliance and friendship, which can never be changed so long as the Sun and Moon shall endure, in order that friendship and union may be prolonged, and continue from this day forth for ever.

ARTICLE 1.

His Majesty the King of Perak hereby agrees to fix the boundary between the States of Perak and Salengore at the River Burnam, and there shall be no encroachment on either side; and His Majesty engages not to interfere in the Government of Salengore, nor will he send any armament into that country; the subjects of Perak, however, being permitted to proceed thither for commercial purposes, conforming to the established rules and customs of other traders there frequenting.

ARTICLE 2.

With respect to the Agreement entered into between His Majesty the King of Salengore and Mr. John Anderson, Agent to the Honourable Robert Fullerton, Governor of Pulo Penang, providing for the removal of Rajah Hassan from the Perak Country and its dependencies, the King of Perak is well pleased with this Agreement, and he engages not to receive Rajah Hassan, nor permit him to return to any part of the Perak territory. His Majesty the King of Perak also engages that he will not grant a monopoly or entrust the collection of the revenues in future to any other, in order that there may be no further disturbances in the country, and he has hereby fixed the Duty on the tin exported from the Perak Country, at 6 Dollars per behar, in order that the commerce of the kingdom may be thrown open and extended; that population may be increased; that all traders may be encouraged to resort to Perak, such as the subjects of the English Government, the Siamese, Salengore, and others, and that they may be enabled to carry on an intercourse with ease and satisfaction, and be at liberty to resort to all the posts, settlements, and rivers within the State, to trade without any interruption for ever.

This Engagement is hereby made, and to it is affixed, as a token of its validity, the chop of His Majesty the King of Perak, and it is delivered to Mr. John Anderson, Agent to the Honourable Robert Fullerton, Governor of Pulo Penang.

This paper, written on the 6th day of September 1825, *of the English year, and on the 20th day of Mohurrum, Monday, in the year of the Hegira,* 1241.

Chop of Paduka Sri Sultan Abdullah, King of Perak.

(True copy)

(Signed) J. W. SALMOND,
Resident Councillor, Prince of Wales' Island.

No. XCI.

Chop of Sultan Abdullah Ma-Alum Shah, King of Perak.

Chop of the Rajah Muda of Perak.

Chop of the Rajah Bindahara of Perak.

Chop of the Orang Kaya Besar of Perak.

Chop of the Orang Kaya Tumungung Sri Paduka Rajah.

ENGAGEMENT of PADUKA SRI SULTAN ABDULLAH MA-ALUM SHAH, son of the deceased Jummal-oollah, and Supreme Ruler over the Perak Country, made and delivered to CAPTAIN JAMES LOW, Agent of the Honourable ROBERT FULLERTON, Governor in Council of Prince of Wales' Island, Singapore, and Malacca, and which is to be everlasting, as the revolutions and endurance of the Sun and Moon.

The Sultan, who governs the whole of the Perak Country and its dependencies, has this day, in the month and year herein specified, given over and ceded to the Honourable the East India Company of England, to be under its government henceforward and for ever, the Pulo Dinding and the Islands of Pankgor, together with all and every one of the Islands which belonged of old and until this period to the Kings of Perak, and which have been hitherto included within the Perak State, because the said Islands afford safe abodes to the pirates and robbers, who plunder and molest the traders on the coast and the inhabitants of the main land, &c., effectually deprive them of the means of seeking subsistence, and as the King of Perak has not the

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power or means singly to drive those pirates. For these reasons the King of Perak has, of his own free will and pleasure, ceded and given over as aforesaid, the Islands as aforesaid, to the Honourable the East India Company, to be kept and governed by them, and to be placed under any one of their governments, as they may think fit. To this deed, as tokens of its validity, have this day been put the great seal or chop of the ruler of the Perak Country, Paduka Sri Sultan Abdullah Ma-Alum-Shah, together with the chops of the Chief Ministers of His Majesty's government.

This Deed is made and written this Sixteenth day of Rubbea-ool-awal, Wednesday, 1242, *or the Eighteenth day of October, in the year* 1826.

(A true copy)

(Signed) JAMES LOW, *Captain,*
Political Agent to the Honourable the Governor in Council of Prince of Wales' Island.

(True copy)

(Signed) J. GARLING,
Resident Councillor.

No. XCII.

ENGAGEMENT entered into betwixt HIS MAJESTY PADUKA SRI SULTAN ABDULLAH MA-ALUM SHAH IBUN MURHOOM JUMMAL-OOLLAH, Supreme and Rightful Ruler over all and every part of the Perak Country, and CAPTAIN JAMES LOW, Agent to the Honourable ROBERT FULLERTON, Governor of Pulo Penang, Singapore and Malacca, on behalf of the HONOURABLE THE EAST INDIA COMPANY, whereof copies have been interchanged, and which is to be everlasting as the Sun and Moon. Moreover, it is a token of lasting friendship and alliance to exist betwixt the HONOURABLE THE EAST INDIA COMPANY and the KING OF PERAK, and betwixt the KING and the Honourable ROBERT FULLERTON.

The Chop or Seal of the King of Perak.

Chop of the Rajah Muda.

Chop of the Bindahara.

Chop of the Orang Kaya Besar.

Chop of the Tumungung.

ARTICLE FIRST.—His Majesty the King of Perak, of his own free will and pleasure, hereby engages, that he will adhere to the stipulations respecting the boundaries of Perak and the settlement of other points which were made with the Rajah of Salengore by Mr. John Anderson,

Agent to the Honourable Robert Fullerton, Governor of Pulo Penang, &c., and also to all the stipulations contained in the Engagement Hegira which His Majesty made with the said Mr. John Anderson, dated the 20th day of Mohurrum, Monday, in the year of the 1241, all of which deeds are here declared to be fixed and unalterable. Moreover, His Majesty now engages that he will not hold any communication or intercourse with the Rajah of Siam, or with any of his chiefs or vassals, or with the Rajah of Salengore, or any of his chiefs or vassals, which may or can have reference to political subjects, or to the administration of his government and the management of his country of Perak. His Majesty will not countenance any of his subjects who may connect themselves with, or league, or intrigue with the Siamese King, or with any of his chiefs or vassals, or with the Rajah of Salengore, or any of his chiefs or vassals, or with any other Siamese or Malayan people, by which the country of Perak can in any degree or manner be disturbed, and the government of His Majesty interfered with.

SECOND.—His Majesty the King of Perak will not give or present the bungamas, or any other species of tribute whatever, to the Rajah or King of Siam, or to any of his governors or vassals, nor will he give or present such to the Rajah of Salengore, or to any other Siamese or Malayan people henceforward and for ever. Moreover, His Majesty will not receive or permit to enter into his country of Perak, from the Rajah or King of Siam, or from any of his governors or chiefs, any ambassadors or armaments arriving at Perak for the purpose of arranging political matters, or interfering in any way in the affairs and administration of the country of Perak. In like manner he will not receive into his country embassies or armaments sent by the Rajah of Salengore, or by any other Siamese or Malayan people; nor will he receive any party from any of the people, Rajahs, or countries here specified into his country, should its strength even consist of no more than thirty men, nor will he allow the least number to enter his country. But all persons of every country will, as heretofore, have free permission to trade unmolested to any port in the Perak Country, provided they do not interfere in its affairs. Should parties or armaments of the description above stated arrive in the Perak Country from any one of the countries, or Rajahs, Governors, or Chiefs, or people above specified, or should any of the said Rajahs, Governors, or Chiefs league with subjects of the King of Perak, in order to disturb his country and interfere

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in any way in his government, then in any such case or cases His Majesty will rely, as he now relies, and in all future times will rely, on the friendly aid and protection of the Honourable the East India Company, and of the Honourable the Governor in Council of Pulo Penang, &c., &c., to be manifested in such a manner and by such means as may to them seem most expedient.

THIRD.—Captain James Low, as Agent for the Honourable the Governor in Council of Prince of Wales' Island, engages that if His Majesty the King of Perak will faithfully adhere to and perform all and each of the stipulations contained in this Engagement as above specified, then His Majesty shall receive the assistance of the British in expelling from his country any Siamese or Malays as above stated, who, as also above specified, may, at any time, enter the Perak Country with political views, or for the purpose of interfering in any way with the government of His Majesty. But if His Majesty shall fail to perform all and every Article of this his Engagement, binding on him, then the obligation on the British to protect him and to assist him against his enemies will cease, and he will lose the confidence and friendship of the Honourable the Governor in Council of Pulo Penang, &c., &c., for ever.

This Engagement, which His Majesty has voluntarily and with great satisfaction entered into, has received as mark of its validity the chop or seal of His Majesty, and the seal and signature of the Agent, Captain James Low, together with the chops of the ministers of Perak, who are also parties in this Engagement with the Agent, and it is delivered to the said Agent to remain as an ever-enduring memorial of alliance and friendship betwixt the King of Perak and the British.

This paper, written on the Eighteenth day of October 1826, *of the English year, and on the Sixteenth day of Rubbea-ool-awal, Wednesday, in the year of the Hegira* 1242.

Signature of the Agent, Captain James Low.

(A true copy)

(Signed) JAMES LOW, *Captain,*
Political Agent.

(A true copy)

(Signed) J. GARLING,
Resident Councillor.

No. XCIII.

SUPPLEMENTARY ENGAGEMENTS of the RAJAH OF PERAK, contained in a letter addressed by HIS MAJESTY to the Agent, CAPTAIN JAMES LOW.

After compliments—He who governs Perak, Paduka Sri Sultan Abdullah Ma-Alum Shah, desires to make known to his friend, Captain James Low, Agent to the Honourable Robert Fullerton, Governor in Council of Prince of Wales' Island, Malacca, and Singapore, with relation to the subjects on which His Majesty and the Agent have already conferred:

The Chop of His Majesty Paduka Sri Sultan Ma-Alum Shah, King of Perak.

First.—That His Majesty will come down the river to stay at Kotah-loomoot, where he will build a Fort of proper strength, and assign a competent number of soldiers for its protection and his own, in order that all enemies and pirates may be kept at a distance, and these men will be well armed, and will be maintained by His Majesty as a standing force, to be at all times ready for defence, and to obey his orders; and for the temporary accommodation of any British Officer who may be sent to visit him, His Majesty will direct that a small house be built opposite to his own residence.

Second.—His Majesty will keep a prow always ready to convey information of importance to Pulo Penang, and will further, without delay, take measures for opening a communication overland, betwixt the Perak River and the Krean River, and thence to Pulo Penang.

Third.—The Luksamana and the Shabunder will be forthwith sent down to reside at Quala Bidor, at the spot where Rajah Hussan formerly posted himself, and these two persons will, by His Majesty's orders, erect a Fort there, and will collect the population and settle the country in that direction, and those persons trading at Perak will be encouraged and protected, according to ancient custom.

Fourth.—His Majesty will speedily seize or expel the head officers now residing at Koraw, at Laroot, at Trong, at Singkang, and at Bruwas, who may have connected themselves with pirates or robbers, and will give warning to the people there, that should they let pirates or robbers remain amongst them, and should any English come there from Penang in search of pirates, the innocent might in that case suffer with the guilty.

Fifth.—All traders to all parts of Perak will be cherished by His Majesty, and their traffic will not be delayed, but every means will be

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afforded for a speedy settlement of accounts betwixt buyer and seller, and His Majesty will coerce any of his subjects, or others, should their conduct require harsh measures, to come to a speedy settlement of accounts with traders to Perak, and to prevent their distressing such in any way.

Sixth.—His Majesty the King of Perak will drive out of his country any person convicted of having carried off clandestinely, or by force, from any British possession, any subject of, or person living under, the British Government, and should any person so carried off be discovered, His Majesty will detain that person and give information to the Honourable the Governor of Pulo Penang, in order that such mischievous practices may be wholly prevented.

Seventh.—When the country has again got settled, His Majesty will direct his people to sow abundance of rice, gram, and rear as much poultry and as many cattle as possible, in order that his people, and those residing under the British Government, may receive mutual advantage.

Eighth.—His Majesty intends to appoint, and will appoint, a properly qualified person to superintend the collection of Duties on exports, such as tin and other merchandize.

Should any trader, a subject of His Majesty, arrive at a British port, and not be able to show a port clearance, the same will be forfeited according to custom.

Ninth.—His Majesty wishes to establish schools in this country, and will be happy should his friend, Captain James Low, assist him by sending a well-skilled school-master from Pulo Penang, and should His Majesty send any child or children to Pulo Penang to be educated in all the requisite branches of knowledge, he hopes that such child or children will be favorably received and treated.

All these things His Majesty agrees to with the greatest satisfaction.

This paper, dated the 23rd day of the month Rubbea-ool-awal, on Wednesday, the 25th day of October, in the year 1826.

(A true translation of copy)

(Signed) JAMES LOW, *Captain,*
Political Agent.

(True copy)

(Signed) J. GARLING,
Resident Councillor.

No. XCIV.

SALENGORE.

TREATY of COMMERCIAL ALLIANCE between the HONOURABLE ENGLISH EAST INDIA COMPANY and HIS MAJESTY THE RAJAH of SALENGORE, settled by MR. WALTER SEWELL CRACROFT, in virtue of powers delegated to him by the Honourable JOHN ALEXANDER BANNERMAN, Governor of Prince of Wales' Island and its dependencies. Done on the 20th Shawal 1233 (answering to the evening of the 22nd August 1818).

ARTICLE 1.

The peace and friendship now subsisting between the Honourable English East India Company and His Majesty the Rajah of Salengore shall be perpetual.

ARTICLE 2.

The vessels and merchandize belonging to British subjects, or persons being under the protection of the Honourable East India Company, shall always enjoy in the ports and dominions subject to His Majesty the Rajah of Salengore all the privileges and advantages which are now, or may at any time hereafter be, granted to the subjects of the most favoured nations.

ARTICLE 3.

The vessels and merchandize belonging to the subjects of His Majesty the Rajah of Salengore shall always receive similar advantages and privileges with those in the preceding Article, as long as they are in the harbour of Fort Cornwallis, and in all other places dependent on the British Government of Prince of Wales' Island.

ARTICLE 4.

His Majesty of Salengore agrees that he will not renew any obsolete and interrupted treaties with other nations, public bodies, or individuals, the provisions of which may, in any degree, tend to exclude or obstruct the trade of British subjects, who further shall not be burthened with any impositions or Duties not levied on the subjects of other States.

ARTICLE 5.

His Majesty the Rajah of Salengore further engages, that he will upon no pretence whatsoever, grant a monopoly of any articles of trade or commodities, the produce of his territories, to any person or persons, European, American, or natives of any other country, but that he will allow British subjects to come and buy all sorts of merchandize the same as other people.

ARTICLE 6.

The Honourable East India Company engage that they will not form any Treaties or Engagements which may exclude or obstruct the merchandize of the subjects of the Rajah of Salengore, who come to trade at Penang, nor will they grant a monopoly of any sort of merchandize to one description of persons only, as is specified in the 5th Article, but will allow the natives of Salengore to come and buy all sorts of merchandize the same as other people.

ARTICLE 7.

His Majesty the Rajah of Salengore engages that if any person bring subjects of the Company from Penang and its dependencies for sale, he will not allow of their sale in the Country of Salengore, and the Honourable Company will be bound by a similar Agreement with respect to the subjects of Salengore, for the laws of England on no account allow of such proceedings in any of the countries subject to the British authority.

ARTICLE 8.

This Treaty, according to the foregoing Articles, is made for the purpose of promoting the peace and friendship of the two States, and securing the liberty of commerce and navigation between their respective subjects, to the mutual advantage of both, and of it one draft is retained by His Majesty the Rajah of Salengore, and one by Mr. Walter Sewell Cracroft, Agent of the Honourable the Governor of Penang. To this is affixed seal of His Majesty the Rajah of Salengore to ratify it to the Honourable English East India Company, so that no

disputes may hereafter arise concerning it, but that it may be permanent and last for ever.

(A true copy)

(Signed) J. W. SALMOND,
Resident Councillor, Prince of Wales' Island.

No. XCV.

AN AGREEMENT of PEACE and FRIENDSHIP between the HONOURABLE EAST INDIA COMPANY and SRI SULTAN IBRAHIM SHAH, King of Salengore, settled by MR. JOHN ANDERSON, in virtue of powers delegated to him by the Honourable ROBERT FULLERTON, Governor of Pulo Penang and its dependencies. Done at the Fort of Salengore, on the 5th day of Mohurrum, in the year of the Hijirat 1241, or 20th day of August, A. D. 1825.

ARTICLE 1.

Whereas the relations of peace and friendship have subsisted for a length of time between the Honourable East India Company and His Majesty the King of Salengore, and were confirmed by a Treaty of commercial alliance, consisting of eight Articles, concluded by Mr. Walter Sewell Cracroft, on the 20th day of the month Shawal, in the year of the Hijirat 1233, or the 23rd day of August, A. D. 1818, for the purpose of facilitating the commercial intercourse between the two States, it is now agreed between His Majesty the King of Salengore, and Mr. John Anderson, as Agent to the Honourable Robert Fullerton, Governor of Pulo Penang, to confirm the said Treaty, which will remain unchanged for ever.

ARTICLE 2.

His Majesty of Salengore engages with the Honourable Robert Fullerton, Governor of Pulo Penang, that from the date of this Engagement, and for the time to come, the established boundary between the States of Perak and Salengore shall be the River

MALAYAN PENINSULA. No. XCV.

Bernam, and no armament by land or sea from Salengore shall enter any part of the Perak territory or its dependencies, nor shall His Majesty of Salengore interfere in the government of the Perak Country, for it is hereby restored to the King of Perak, provided, however, that prows from Salengore shall be at liberty to proceed to Perak for the purpose of commerce, conforming to the rules and customs of other traders resorting thither.

ARTICLE 3.

His Majesty of Salengore engages to direct the immediate removal from the Perak territory of Rajah Hassan, who is now established at Sungee Bidor; and His Majesty of Salengore further engages that he will not permit Rajah Hassan to return thither, nor to interfere in any way with the government of the Perak Country, and also that Rajah Hassan shall be prohibited from carrying away any people from that country, or the ryots of the King of Perak, who are unwilling to accompany him.

ARTICLE 4.

The King of Salengore engages not to permit any pirates to resort to any part of his territory, and the Governor of Pulo Penang will be bound by a similar engagement on his part.

ARTICLE 5.

The King of Salengore engages to seize and return to Pulo Penang any offenders, such as pirates, robbers, murderers, and others who may escape to Salengore, and if any persons of the description above mentioned fly from Salengore to Pulo Penang, the Governor will be bound by a similar Agreement.

ARTICLE 6.

This Agreement is made between His Majesty of Salengore and the Honourable East India Company, with mutual consent and good will between both parties, for the purpose of prolonging the peace and friendly communication between the two States, and it shall continue as long as the revolution of the starry sphere, in which the

Sun and Moon perform their motions, shall endure. This Engagement is made in the presence of all assembled, and to it is affixed the chop of His Majesty of Salengore, and the seal of the Honourable East India Company, being written and executed in duplicate, one copy being retained by the King of Salengore, and the other by the Honourable East India Company.

The end.

(Signed) JOHN ANDERSON,
Political Agent.

(A true copy)
(Signed) JOHN ANDERSON,
Political Agent.

The 26th August 1825.

(True copy)
(Signed) J. W. SALMOND,
Resident Councillor, Prince of Wales' Island.

No. XCVI.

BRITISH TREATY with RUMBOWE, 30th November 1831.

Treaty of perpetual friendship and alliance between the Supreme Government of British India and Rajah Ali, the Panghúlu, and Ampat Sukus, governing the countries of Rumbowe and its dependencies.

1. On the part of the British Government, Robert Ibbetson, Esq., Resident of Singapore, Prince of Wales' Island, Malacca, and its dependencies; and, on the part of Rumbowe and its dependencies, the said Rajah Ali, the Panghúlu, and Ampat Sukus.

2. In token of the good will and disposition of the Supreme Government of British India, as well as indisposition to grasp at the possession of more territory than can fairly be claimed from long established custom and usage, beyond the possibility of misapprehension, they hereby waive all claim that might be urged to the obedience of the Rumbownese, as subjects of the British Government, founded on former treaties between them and the Dutch Government, and are pleased, from this date, to cancel such interpretation, and to treat with the authorities of Rumbowe and its dependencies as an independent State.

Article I.

The Supreme Government of British India hereby acknowledge Rajah Ali, the Panghúlu, and Ampat Sukus, as the Chiefs of Rumbowe and its dependencies.

Article II.

The English and Rumbownese engage in friendship with mutual truth, sincerity, and candour. The Rumbownese must not meditate or commit evil against the English in any manner. The English must not meditate or commit evil against the Rumbownese in any manner. The Rumbownese must not molest, attack, disturb, or seize any place, territory, or boundary belonging to the English, in any country belonging to the English. The English must not molest, attack, disturb, seize, or take any place, territory or boundary, subject to the Rumbownese. The Rumbownese shall settle every matter within the Rumbownese boundaries according to their own will and customs.

Article III.

Should any place or country subject to the English do anything that may offend the Rumbownese, the Rumbownese shall not go and injure such place or country, but first report the matter to the English, who shall examine into it with truth and sincerity, and if the fault lie with the English, the English shall punish according to the fault. Should any place or country subject to the Rumbownese do any thing that may offend the English, the English shall not go

and injure such place or country, but first report the matter to the Rumbownese, who will examine into it with truth and sincerity, and if the fault lie with the Rumbownese, the Rumbownese shall punish according to the fault. Should any Rumbownese place or country, that is near an English country, collect at any time an army or fleet of boats, if the Chief of the English enquire the object of such force, the Chief of the Rumbownese country must declare it. Should any English place or country, that is near a Rumbownese country, collect at any time an army, or a fleet of boats, if the Chief of the Rumbownese country enquire the object of such force, the Chief of the English country must declare it.

Article IV.

In places belonging to the Rumbownese and English, lying near their mutual borders, if the English entertain a doubt as to any boundary that has not been ascertained, the Chief on the side of the English must send a letter, with some men and people, to go and enquire from the Rumbownese Chief, who shall depute some of his officers and people to go with the men belonging to the English Chief, and point out and settle the mutual boundaries, so that they may be ascertained on both sides in a friendly manner. If the Rumbownese entertain a doubt as to any boundary that has not been ascertained, the Chief on the side of the Rumbownese must send a letter, with some men and people, to go and enquire from the English Chief, who shall depute some of his officers and people to go with the men belonging to the Rumbownese Chief, and point out and settle the mutual boundaries, so that they may be ascertained on both sides in a friendly manner.

Article V.

Should any Rumbownese subject run away, and go and live within the boundaries of the English, the Rumbownese must not intrude, enter, seize, or take such person within the English boundaries, but must report and ask for him in a proper manner, and the English shall be at liberty to deliver the party or not. Should any English subjects run, and go and live within the boundaries of the Rumbownese, the

English must not intrude, enter, seize, or take such person within the Rumbownese boundaries, but must report and ask for him in a proper manner, and the Rumbownese shall be at liberty to deliver the party or not.

ARTICLE VI.

Merchants subject to the English, and their junks and boats, may have intercourse and trade with any Rumbownese country, and the Rumbownese will aid and protect them, and permit them to buy and sell with facility. Merchants subject to the Rumbownese, and their boats and junks, may have intercourse and trade with any English country, and the English will aid and protect them, and permit them to buy and sell with facility. The Rumbownese desiring to go to an English country, or the English desiring to go to a Rumbownese country, must conform to the customs of the place or country on either side; should they be ignorant of the customs, the Rumbownese or English Officers must explain them. Rumbownese subjects who visit an English country must conduct themselves according to the established laws of the English country in every particular. English subjects who visit a Rumbownese country must conduct themselves according to the established laws of the Rumbownese country in every particular.

ARTICLE VII.

Rajah Ali, the Panghúlu, and Ampat Sukus, with a view to promote the safety of trade and navigation, shall not tolerate piracy, but on the contrary, they shall exert their utmost efforts, by causing the offender to receive an exemplary punishment, to suppress it, and the English will do the same.

ARTICLE VIII.

That in the event of their being apprized of any hostile undertaking being in contemplation, they shall endeavor to defeat the object of the enemy, and inform the English Chief of Malacca instantly of the circumstance.

The eight Articles of this Treaty, written in the Malayan language, are concluded and agreed upon on the 30th November 1831; there

are two copies, both sealed and attested by R. Ibbetson, Esq., on the part of the English, and Rajah Ali, the Panghúlu, and Ampat Sukus, on the part of Rumbowe and its dependencies; another copy will be transmitted for the ratification* of the Governor-General of Bengal, which, when returned, a note to that effect shall be further affixed to the two copies now attested, in token that it is to last as long as heaven and earth shall endure. But the Treaty, in the mean time, is to be scrupulously acted on by both parties.

*Subsequently ratified.

No. XCVII.

A TREATY made in friendship, to last as long as the Sun and Moon revolve, between the RULERS of INDIA under the English on the one part, and RAJAH ALI and the Panghúlus of the eight Sukus ruling over Rumbowe and its dependencies on the other part.

On the part of the English The Honourable Robert Ibbetson, Esq., Resident of Singapore, Pulo Penang, and Malacca, and its dependencies, and on the part of Rumbowe and its dependencies Rajah Ali and the Panghúlus of the eight Sukus, that these countries, both those under the English and under the said Chiefs, may hereafter be ruled with justice, and according to their several customs, and not to infringe upon the rights of each other.

The English Government by these presents cancel and annul all former Treaties and Agreements made between Rumbowe and the Dutch Government and the present Government of the English, and make this Treaty with the Rumbowe Chief as a Government of itself, excluding all others.

Firstly.—On the part of the English Government they hereby acknowledge Rajah Ali and the present Panghúlus of eight Sukus as the rulers of Rumbowe and its dependencies.

Secondly.—The English Government and that of Rumbowe do hereby form a friendship to last for ever, and the Rumbowe

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Government will never do any thing offensive against the English Government, and the English Government promise on their part to be equally friendly towards the Government of Rumbowe, either by attacking each other, or taking possession of the territories of that of either party.

The Rumbowe Government will be at liberty to rule within its own territories according to the laws and usages of that country.

Thirdly.—If, in any of the places under the English Government, they should ill-treat any people of Rumbowe, the Government of Rumbowe shall not attack or fight against that place, but the Rumbowe Government will first inform the English Government of it, who will enquire into the causes and see that justice be done—if the fault lays on the part of the English, justice shall be accorded according to the English Law; and if the same should happen on the part of the Rumbowe people, towards that of the subjects of the English, the English Government shall not take upon itself to attack or destroy that country, but shall, in the first place, acquaint the Rumbowe Chiefs of the aggression, and the Ghiefs of Rumbowe shall enquire into the causes and do justice, and if the fault lies on the part of the Rumbowe people, they shall be punished according to the magnitude of their offences.

Should any of the places in the neighbourhood of the English territories be preparing for warfare by assembling men or vessels, and should the English Government enquire the cause of doing so, the Chiefs of Rumbowe shall state the reasons for doing so; on the part of the English Government they promise to do the same to Rumbowe.

Fourthly.—With regard to the boundaries which decide the territories of Rumbowe from those of the English, should the latter be at a loss to find out the exact places, the person governing on the part of the English will write and send persons on their part to Rumbowe, and the latter will send their officers, and the said officers for both parties will ascertain the boundaries and settle them on the most amicable terms: should the Government of Rumbowe be similarly situated, and wish to ascertain the exact boundaries, they will act in the same manner, and send their officers to the English Government, who will in the same manner go to the spot and ascertain the same in the most friendly manner.

Fifthly.—Should any of the inhabitants of Rumbowe run away to the territories of the English Government, it will not be lawful for any Rumbowe people to follow and seize them within the English territories, but the Rumbowe people can give information and demand them of the English Government in a proper manner, and the English can deliver them up or not as they may think proper.

If, on the other hand, any English inhabitants should go and settle in the Rumbowe countries, the English may not follow and seize such whilst in the Rumbowe territory, but the English shall give information and demand them in a friendly manner, and the people of Rumbowe will deliver them up or not as may be deemed proper.

Sixthly.—English merchants in wankangs and prows can trade backwards and forwards in any of the Rumbowe territories, and the Rumbowe Government shall assist such traders, so that they can traffic without danger, and Rumbowe traders in wankangs and prows can trade in any English Ports, and the English Government shall protect them. When any Rumbowe people wish to go to places under the English, or, on the other hand, any English wish to go to places under Rumbowe, they shall be guided by the customs and usages of those places, and should they, on either part, be ignorant of such customs and usages, the Officers of such places shall inform them; further, all inhabitants of Rumbowe who should go to places under the English Government, shall be guided by the orders that they may have given to them in those districts, and the English inhabitants who may go to places under Rumbowe shall also do the same.

Seventhly.—Rajah Ali and Panghúlus of the eight Sukus shall not allow pirates to remain in their ports, but do all in their power to give safety to traders, thereby destroying these evil-disposed people, and the English on their part shall promise to do the same.

Eighthly.—If Rajah Ali and Panghúlus of the four Sukus shall hear of any acts of the enemy, they shall do all in their power to prevent their carrying them into execution, and shall give information of the same.

These eight stipulations are written in the Malay language, and are settled and determined upon on the 28th January 1832, equal to the Arabic calculation of the 18th day of Shaban 1247, and two copies of the same tenor and date, sealed and acknowledged by Robert

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Ibbetson, Esq., on the part of the English Government, and Rajah Ali with Panghúlus of the eight Sukus on the part of Rumbowe and its dependencies.

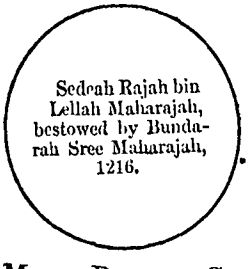
Another copy of this Treaty shall be made and sent to Bengal for the purpose of being approved of by the Right Honourable the Governor-General, and when the same shall be returned and confirmed, notice shall be made of it in writing in these two copies, that they may never be changed and literally interpreted as long as the world may last.

Further, these Engagements shall be followed in good faith by the contracting parties.

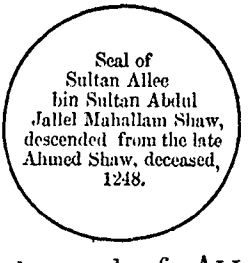
(Signed) R. IBBETSON,
Resident of Singapore, P. W. Island and Malacca.

Witnesses to the signature.
(Signed) W. T. LEWIS,
Assistant Resident.
„ J. B. WESTERHOUT.

Seal of SYED SABAN.



MARA BANGSA GUMPAH MAHARAJAH PANGHULU LILLA MAHARAJAH.
SREE MAHARAJAH MANGSA BALLANG MANDALAKAH ANDEH-KAH.



This is the mark of ALI RAJAH, Ruler of Rumbowe.
JAAGSORAH.

No. XCVIII.

Rumbowe Boundary Agreement, 9th January 1833.

We, Robert Ibbetson, Esq., Governor in Council of Pulo Penang, Singapore, and Malacca, Samuel Garling, Esq., Resident Councillor of Malacca, on the part of the English East India Company, and the Eang de Per Tuan Besar of Rumbowe, Rajah Ali, and the Eang de Per Tuan Muda Sheriff Saban bin Ibrahim Alkadarce, together with the Dattu Panghúlu Lelah Maharajah, and Sedah Rajah, and the Dattus eight Sukus of Rumbowe, *viz.* Dattu Gampar Maharajah, Dattú Marranbangsa, Dattu Sangsorra, Dattu Bangsah Ballang, Dattu Sama Rajah, Dattu Andekah, Dattu Mandalekah, and Dattu Senda Maharajah, who are at this present date about to settle the boundaries between the territory of Malacca and that of Rumbowe, which is done with the mutual consent of the parties so assembled, and the said boundaries are fixed, as stated below, as follows:—

Firstly.—From the mouth of the River Jenny to Bukit Bertam, from thence to Bukit Jelootong, from thence to Bukit Puttoos, from thence to Jegrat Kanchee, from thence to Lubbo Tallahn, from thence to Dusoon Prinjee, from thence to Dusoon Kahpar, from thence to Booloo Sankad, from thence to Bukit Puttoos.

The above are the boundaries between Rumbowe and Malacca, which we have ascertained with sincerity, and to be so long as the Moon and the Sun exist between the English Company and Rumbowe. They are never to be altered, nor this Deed be altered from what has been set forth above.

Further.—From henceforth whosoever should be at the head of the Government of Malacca, or that of Rumbowe, they will respect and follow the Engagement herein made.

Further.—From this date, we, the two contracting parties, annul all former Engagements and Deeds regarding the boundaries of Malacca and Rumbowe.

This Engagement is made in duplicate, both of the same tenor and date, the one to remain with the Malacca Government, and the other with Rumbowe. In witness of the above Engagement, the contracting parties have affixed their seals and signatures, and the signatures of the witnesses.

MALAYAN PENINSULA. No. XCIX.

Written by Abdul Wyadd Abdul Rayhm, of Malacca, at Naning, in the village of Sungie-Soopoot, in the year of our Lord 1833, on the 9th day of January, and in the Malay year 1248, on the 19th day of the month Shaban.

The seals of Eang de Per Tuan Besar and Muda of Rumbowe.

The seals of the two Panghúlus.

* The mark of DATTU GAMPAR.
* ,, ,, MARRABANGSAH.
* ,, ,, SANGSORRAH.
* ,, ,, BANGSAH BALLANG.
* ,, ,, SAUMIAH RAJAH.
* ,, ,, ANDEKAH.
* ,, ,, MANDALEKAH.
* ,, ,, SENDAH.

(Signed) MATTHEW POOLE, *Lieutenant,*
Qr. Mr. General's Department.
,, T. J. NEWBOLD,
23rd Madras Light Infantry.
,, J. B. WESTERHOUT.

No. XCIX.

BOUNDARY TREATY with JOHOLE, 15th June 1833.

We, Robert Ibbetson, Governor in Council of Pulo Penang, Singapore, and Malacca, and Samuel Garling, Resident Councillor at Malacca, on the part of the Honourable East India Company, and Dattu Panghúlu of Johole, Lelah Perkassa, at this time fix the boundary between the Territory of Malacca and Johole, in the presence of the Eang de Per Tuan Muda, of Rumbowe, *viz.* Sherif Saban and Dattu Panghúlu Lela Maharajah, both sides agreeing as is mentioned below.

The names of the boundary marks are first, "from Bukit Puttoos to Salumba Kroh, thence to Lubo Palang, thence to Lubo Penawen, following the right bank of the stream downwards towards Malacca. The

left bank is the territory of Johole. This is the boundary between Malacca and Johole, for instance, Rekkan and Lodang, and Kadaka, and Nascha, all these campongs are under the dominion of Johole.

We have settled and agreed, as long as there is a Moon and Sun, the contract between the Honourable East India Company and Johole cannot be dissolved and altered, as is mentioned above.

Moreover, in time to come, whoever shall rule Malacca and Johole shall follow faithfully what has been here done.

From this day, we, for both parties, make null and void all writings and traditions relating to the ancient boundaries between Malacca and Johole.

The Treaty has been done in duplicate; one copy of which is to be kept at Malacca, and the other at Johole.

To ratify what has been agreed on above, the seal and signature of each individual are hereunto affixed.

This Treaty was done at Malacca, on the 15th June, in the year 1833, *agreeing with the 27th of the Mahomedan month Mohurrum, A. H.* 1249.

No. C.

TREATY WITH JOHORE.

COLONEL FARQUHAR'S TREATY with ABDUL RACHMAN SHAW, the King of JOHORE, 1818.

Treaty of Commercial Alliance between the Honourable the English East India Company and His Majesty Sri Sultan Abdul Rachman Shaw, King of Johore, Pahang, and dependencies, settled on the part of the Honourable the East India Company, by Major William Farquhar, Resident at Malacca, by virtue of powers delegated to him by the Honourable John Alexander Bannermann, Governor of Prince of Wales' Island, and its dependencies, and on the part of His Majesty the Sultan of Johore, Pahang, &c., by His Highness Jaffir Rajah Muda of

MALAYAN PENINSULA. No. C.

Rhio, in virtue of similar powers granted to him by his said Majesty, Sri Sultan Abdul Rachman Shaw.

ARTICLE I.

The peace and friendship now happily subsisting between the Honourable English East India Company, and His Majesty Sri Sultan Abdul Rachman Shaw, King of Johore, Pahang, &c., shall be perpetual.

ARTICLE II.

The vessels and merchandise belonging to British subjects, or persons being under the protection of the Honourable East India Company, shall always enjoy in the ports and dominions of Johore, Pahang, Lingin, Rhio, and others subject to his said Majesty, Sri Sultan Abdul Rachman Shaw, all the privileges and advantages which are now, or may at any time hereafter be, granted to the subjects of the most favored nations.

ARTICLE III.

The vessels and merchandise belonging to the subjects of his said Majesty, Sri Sultan Abdul Rachman Shaw, shall always receive similar advantages and privileges in the harbour of Fort Cornwallis, and in all other places dependent on the British Government of Prince of Wales' Island.

ARTICLE IV.

His said Majesty Sri Sultan Abdul Rachman Shaw shall not renew any obsolete and interrupted Treaties with other nations, public bodies, or individuals, the provisions of which may in any degree tend to exclude or obstruct the trade of British subjects, who further shall not be burdened with any impositions, or Duties, not levied on the subjects of other States.

ARTICLE V.

His said Majesty, Sri Sultan Abdul Rachman Shaw, further engages that he will, upon no pretence whatever, grant a monopoly of any

articles of trade or commodities, the produce of his territories, to any person or persons, European, American, or Native.

ARTICLE VI.

It is finally declared, that this Treaty, which, according to the foregoing Articles, is meant for promoting the peace and friendship, and securing the liberty of commerce and navigation between their respective subjects, to the mutual advantage of both, shall last for ever.

In token of truth, and for the satisfaction of both parties, we have hereunto affixed our signatures and seals in Rhio, this Nineteenth day of August A. D. 1818, answering to the 16th day of the month Sawal, in the year of the Hejira 1233.

The Chop of the RAJAH MUDA,
Or Heir Apparent of Rhio.

(Seal of MAJOR FARQUHAR.)

(Signed) WM. FARQUHAR,
Resident of Malacca,
and Commissioner on the part of the British Government.

(A true copy)

(Signed) JOHN ANDERSON,
Malay Translator to Government.

MALAYAN PENIN-SULA.

No. CI.

No. CI. TREATY of FRIENDSHIP and ALLIANCE concluded between the Honourable SIR THOMAS STAMFORD RAFFLES, Lieutenant-Governor of Fort Marlborough and its dependencies, Agent to the Most Noble FRANCIS, MARQUIS OF HASTINGS, Governor-General of India, &c., &c., &c., for the HONOURABLE ENGLISH EAST INDIA COMPANY on the one part, and their HIGHNESSES SULTAN HUSSAIN MAHUMMED SHAH, Sultan of Johore, and DATOO TAMMUNGONG SREE MAHARAJAH ABDUL RAHMAN, Chief of Singapore and its dependencies, on the other part.

ARTICLE 1.

The Preliminary Articles of Agreement entered into on the 30th of January 1819, by the Honourable Sir Stamford Raffles, on the part of the English East India Company, and by Datoo Tammungong Sree Maharajah Abdul Rahman, Chief of Singapore and its dependencies, for himself and for Sultan Hussain Mahummed Shah, Sultan of Johore, is hereby entirely approved, ratified, and confirmed by His Highness the aforesaid Sultan Mahummed Shah.

ARTICLE 2.

In furtherance of the objects contemplated in the said Preliminary Agreement, and in compensation of any and all the advantages which may be foregone now or hereafter by His Highness Sultan Hussain Mahummed Shah, Sultan of Johore, in consequence of the stipulations of this Treaty, the Honourable English East India Company agree and engage to pay to his aforesaid Highness the sum of Spanish Dollars five thousand annually, for, and during the time that the said Company may, by virtue of this Treaty, maintain a factory or factories on any part of His Highness' hereditary dominions, and the said Company further agree to afford their protection to His Highness aforesaid as long as he may continue to reside in the immediate vicinity of the places subject to their authority: It is however clearly explained to, and understood by, His Highness, that the English Government, in entering into this Alliance, and in thus engaging to afford protection to His Highness, is to be considered in no way bound to interfere with the internal politics of his States,

or engaged to assert or maintain the authority of His Highness by force of arms.

ARTICLE 3.

His Highness Datoo Tammungong Sree Maharajah Abdul Rahman, Chief of Singapore and its dependencies, having by Preliminary Articles of Agreement entered into on the 30th of January 1819, granted his full permission to the Honourable English East India Company to establish a factory or factories at Singapore, or on any other part of His Highness' dominions, and the said Company having in recompense and in return for the said grant settled on His Highness the yearly sum of Spanish Dollars three thousand, and having received His Highness into their alliance and protection, all and every part of the said Preliminary Articles is hereby confirmed.

ARTICLE 4.

His Highness the Sultan Hussain Mahummed Shah, Sultan of Johore, and His Highness Datoo Tammungong Sree Maharajah Abdul Rahman, Chief of Singapore, engage and agree to aid and assist the Honourable East India Company against all enemies that may assail the factory or factories of the said Company established, or to be established, in the dominions of their said Highnesses respectively.

ARTICLE 5.

His Highness the Sultan Hussain Mahummed Shah, Sultan of Johore, and His Highness Datoo Tammungong Sree Maharajah Abdul Rahman, Chief of Singapore, agree, promise, and bind themselves, their heirs and successors, that for as long time as the Honourable the English East India Company shall continue to hold a factory or factories on any part of the dominions subject to the authority of their Highnesses aforesaid, and shall continue to afford to their Highnesses support and protection, they, their said Highnesses, will not enter into any treaty with any other nation, and will not admit or consent to the settlement in any part of their dominions of any other power, European or American.

ARTICLE 6.

All persons belonging to the English factory or factories, or who shall hereafter desire to place themselves under the protection of its flag, shall be duly registered and considered as subject to the British authority.

ARTICLE 7.

The mode of administrating justice to the native population shall be subject to future discussion and arrangement between the contracting parties, as this will necessarily, in a great measure, depend on the laws and usages of the various tribes who may be expected to settle in the vicinity of the English factory.

ARTICLE 8.

The Port of Singapore is to be considered under the immediate protection and subject to the regulation of the British authorities.

ARTICLE 9.

With regard to the Duties which it may hereafter be deemed necessary to levy on goods, merchandize, boats or vessels, His Highness Datoo Tammungong Sree Maharajah Abdul Rahman is to be entitled to a moiety or full half of all the amount collected from native vessels.

The expenses of the port and the collection of Duties to be defrayed by the British Government.

Done and concluded at Singapore, this 6th day of February, in the year of our Lord 1819, *answering to the* 11*th day of the month Rubbelakhir and year of the Hejira* 1234.

(Signed) T. S. RAFFLES,

Agent to the Most Noble the Governor-General for the States of Rhio, Singapore, and Johore.

No. CII.

ORIGINAL AGREEMENT between SIR STAMFORD RAFFLES and SULTAN HUSSAIN MAHOMED SHAH, for the occupation of Singapore, in June 1819.

No. 1.

Be it known to all men, that we, the Sultan Hussain Mahomed Shah, Ungko Tumungong Abdool Rahman, Governor Raffles, and Major William Farquhar, have hereby entered into the following arrangements and regulations for the better guidance of the people of this Settlement, pointing out where all the different castes are severally to reside, with their families, and captains, or heads of their *campongs*.

ARTICLE I.

The boundaries of the lands under the control of the English are as follows: from Tanjong Malang on the west, to Tanjong Kattang on the east, and on the land side, as far as the range of cannon shot, all round from the factory. As many persons as reside within the aforesaid boundary, and *not* within the campongs of the Sultan and Tumungong, are all to be under the control of the Resident, and with respect to the gardens and plantations that now are, or may hereafter be, made, they are to be at the disposal of the Tumungong, as heretofore; but it is understood, that he will always acquaint the Resident of the same.

ARTICLE II.

It is directed that all the Chinese move over to the other side of the river, forming a campong from the site of the large bridge down the river towards the mouth, and all Malays, people belonging to the Tumungong and others, are also to remove to the other side of the river, forming their campong from the site of the large bridge up to the river towards the source.

ARTICLE III.

All cases which may occur, requiring Council in this Settlement, they shall, in the first instance, be conferred and deliberated upon by the three aforesaid, and when they shall have been decided upon,

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they shall be made known to the inhabitants either by beat of gong or by proclamation.

ARTICLE IV.

Every Monday morning, at 10 o'clock, the Sultan, the Tumungong, and the Resident shall meet at the Rooma Bitchara; but should either of the two former be incapable of attending, they may send a Deputy there.

ARTICLE V.

Every Captain, or head of caste, and all Panghúlus of campongs and villages, shall attend at the Rooma Bitchara, and make a report or statement of such occurrences as may have taken place in the Settlement, and represent any grievance or complaint that they may have to bring before the Council for its consideration on each Monday.

ARTICLE VI.

If the Captains, or heads of castes, or the Panghúlus of campongs, do not act justly towards their constituents, they are permitted to come and state their grievances themselves to the Resident at the Rooma Bitchara, who is hereby authorized to examine and decide thereon.

ARTICLE VII.

No Duties or Customs can be exacted, or farms established in this Settlement without the consent of the Sultan, the Tumungong, and Major William Farquhar, and without the consent of these three nothing can be arranged.

In confirmation of the aforesaid Articles, we, the undersigned, have put our seals and signatures, at Singapore, this 2nd day of the month of Ramzan 1234, *answering to 26th June* 1819.

Seal of the SULTAN.
Seal of the TUMUNGONG.
[L. S.] (Signed) T. S. RAFFLES.
[L. S.] (Signed) W. FARQUHAR.
(True translation)
(Signed) W. FARQUHAR,
Late Resident.

No. CIII.

A TREATY of FRIENDSHIP and ALLIANCE between the HONOURABLE THE ENGLISH EAST INDIA COMPANY on the one side, and their HIGHNESSES the SULTAN and TUMUNGONG of JOHORE on the other, concluded on the Second day of August, One Thousand Eight Hundred and Twenty-four (1824), corresponding with the Sixth day of the month of Zulhaz, in the year of Hegira One Thousand Two Hundred and Thirty-nine (1239), by the above Sultan of Johore, HIS HIGHNESS SULTAN HUSSAIN MAHOMED SHAH, and the above TUMUNGONG of JOHORE, HIS HIGHNESS DATU TUMUNGONG ABDUL RAHMAN SRI MAHARAJAH on their own behalf, and by JOHN CRAWFURD, ESQUIRE, British Resident of Singapore, vested with full powers thereto, by the Right Honourable WILLIAM PITT, LORD AMHERST, Governor-General of and for Fort William in Bengal, on behalf of the said HONOURABLE ENGLISH EAST INDIA COMPANY.

ARTICLE 1.

Peace, friendship, and good understanding shall subsist for ever between the Honourable the English East India Company and their Highnesses the Sultan and Tumungong of Johore and their respective heirs and successors.

ARTICLE 2.

Their Highnesses the Sultan Hussain Mahomed Shah and Datu Tumungong Abdul Rahman Sri Maharajah hereby cede in full sovereignty and property to the Honourable the English East India Company, their heirs and successors for ever, the Island of Singapore, situated in the Straits of Malacca, together with the adjacent seas, straits, and islets, to the extent of ten geographical miles, from the coast of the said main Island of Singapore.

ARTICLE 3.

The Honourable the English East India Company hereby engages, in consideration of the cession specified in the last Article, to pay unto His Highness the Sultan Hussain Mahomed Shah, the sum of Spanish Dollars thirty-three thousand two hundred (33,200), together with a stipend, during his natural life, of one thousand three hundred (1,300) Spanish Dollars per mensem, and to His Highness the Datu Tumungong Abdul Rahman Sri Maharajah, the sum of twenty-six thousand eight hundred (26,800) Spanish Dollars, with a monthly stipend of seven hundred (700) Spanish Dollars during his natural life.

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ARTICLE 4.

His Highness the Sultan Hussain Mahomed Shah hereby acknowledges to have received from the Honourable the English East India Company, in fulfilment of the stipulations of the two last Articles, the sum of thirty-three thousand two hundred (33,200) Spanish Dollars, together with the first monthly instalment of the above-mentioned stipend, of Spanish Dollars one thousand three hundred (1,300), and His Highness the Datu Tumungong Abdul Rahman Sri Maharajah also hereby acknowledges to have received from the Honourable the English East India Company, in fulfilment of the stipulations of the two last Articles, the sum of twenty-six thousand eight hundred Spanish Dollars (26,800), with one month's instalment of the above stipend of seven hundred Spanish Dollars.

ARTICLE 5.

The Honourable the English East India Company engages to receive and treat their Highnesses the Sultan Hussain Mahomed Shah, and Datu Tumungong Abdul Rahman Sri Maharajah, with all the honours, respect, and courtesy belonging to their rank and station, whenever they may reside at, or visit the Island of Singapore.

ARTICLE 6.

The Honourable the English East India Company hereby engages in the event of their Highnesses the Sultan and Tumungong, their heirs or successors, preferring to reside permanently in any portion of their own States, and to remove for that purpose from Singapore, to pay unto them, that is to say, to His Highness the Sultan Hussain Mahomed Shah, his heir or successor, the sum of twenty thousand (20,000) Spanish Dollars, and to His Highness the Datu Tumungong Abdul Rahman Sri Maharajah, his heir or successor, the sum of fifteen thousand (15,000) Spanish Dollars.

ARTICLE 7.

Their Highnesses the Sultan Hussain Mahomed Shah and the Datu Tumungong Abdul Rahman Sri Maharajah, in consideration of the payment specified in the last Article, hereby relinquish for themselves, their heirs, and successors, to the Honourable the English East India

Company, their heirs and successors for ever, all right and title to every description of immoveable property, whether in lands, houses, gardens, orchards, or timber trees, of which their said Highnesses may be possessed within the Island of Singapore or its dependencies at the time they may think proper to withdraw from the said island for the purpose of permanently residing within their own States, but it is reciprocally and clearly understood that the provisions of this Article shall not extend to any description of property which may be held by any follower or retainer of their Highnesses beyond the precincts of the ground at present allotted for the actual residence of their said Highnesses.

ARTICLE 8.

Their Highnesses the Sultan Hussain Mahomed Shah, and the Datu Tumungong Abdul Rahman Sri Maharajah hereby engage that, as long as they shall continue to reside within the Island of Singapore, or to draw their respective monthly stipends from the Honourable the English East India Company, as provided for in the present Treaty, they shall enter into no alliance and maintain no correspondence with any foreign power or potentate whatsoever, without the knowledge and consent of the said Honourable the English East India Company, their heirs and successors.

ARTICLE 9.

The Honourable the English East India Company hereby engages, that, in the event of their Highnesses the Sultan Hussain Mahomed Shah, and the Datu Tumungong Abdul Rahman Sri Maharajah, removing from the Island of Singapore, as contemplated in the 6th Article, and being distressed within their own territories on such removal, to afford them, either at Singapore or Prince of Wales' Island, a personal asylum and protection.

ARTICLE 10.

The contracting parties hereby stipulate and agree, that neither party shall be bound to interfere in the internal concerns of the other's government, or in any political dissensions or wars which may arise within their respective territories, nor to support each other by force of arms against any third party whatsoever.

ARTICLE 11.

The contracting parties hereby engage to use every means within their power respectively, for the suppression of robbery and piracy within the Straits of Malacca, as well as the other narrow seas, straits, and rivers bordering upon, or within their respective territories, in as far as the same shall be connected with the dominions and immediate interests of their said Highnesses.

ARTICLE 12.

Their Highnesses the Sultan Hussain Mahomed Shah, and the Datu Tumungong Abdul Rahman Sri Maharajah hereby engage to maintain a free and unshackled trade everywhere within their dominions, and to admit the trade and traffic of the British nation into all the ports and harbours of the kingdom of Johore and its dependencies, on the terms of the most favoured nation.

ARTICLE 13.

The Honourable the English East India Company hereby engages, as long as their Highnesses the Sultan Hussain Mahomed Shah and the Datu Tumungong Abdul Rahman Sri Maharajah shall continue to reside on the Island of Singapore, not to permit any retainer or follower of their said Highnesses who shall desert from their actual service, to dwell or remain in the Island of Singapore or its dependencies. But it is hereby clearly understood, that all such retainers and followers shall be natural born subjects of such parts of their Highnesses' dominions only in which their authority is at present substantially established, and that their names, at the period of entering the service of their Highnesses, shall have been duly and voluntarily inscribed in a register, to be kept for that purpose by the chief local authority for the time being.

ARTICLE 14.

It is hereby mutually stipulated for and agreed, that the conditions of all former Conventions, Treaties, or Agreements entered into betwixt the Honourable the English East India Company and their Highnesses the Sultan and Tumungong of Johore, shall be considered as abrogated

and annulled by the present Treaty, and they are hereby abrogated and annulled accordingly, always, however, with the exception of such prior conditions as have conferred on the Honourable the English East India Company any right or title to the occupation or possession of the Island of Singapore and its dependencies, as above-mentioned.

Done and concluded at Singapore, the day and year as above written.

Residency Seal. (Signed) SULTAN HUSSAIN MAHOMED SHAH. L. S.

(Signed) T. CRAWFURD.

DATU TUMUNGONG ABDUL RAHMAN SRI MAHARAJAH. L. S.

(Signed) AMHERST.

The Governor-General's Square Seal.

„ EDWARD PAGET.

„ F. FENDALL.

Ratified by the Right Honourable the Governor-General in Council, at Fort William in Bengal, this Nineteenth day of November, One Thousand Eight Hundred and Twenty-four.

(Signed) GEO. SWINTON,
Secretary to Government.

MALAYAN PENINSULA.

No. CIV.

No. CIV. TREATY of FRIENDSHIP and ALLIANCE between HIS HIGHNESS SULTAN ALLY ASKANDER SHAH BIN SULTAN HUSSAIN MAHOMED SHAH and HIS HIGHNESS DATU TUMUNGONG DAING IBRAHIM BIN ABDUL RUHMAN SRI MAHARAJAH, who are both equally desirous to compose and put a final end to the differences and disagreements which have heretofore subsisted between them relative to their respective claims on the Territory and Sovereignty of Johore, and to establish and maintain peace, friendship, and thoroughly amicable relations between them from henceforth in all times to come.

1ST.—His Highness the Sultan Ally Iskander Shah bin Sultan Hussain Mahomed Shah, for himself, his heirs and successors, does hereby cede in full sovereignty and absolute property to His Highness Datu Tumungong Daing Ibrahim Sri Maharajah bin Tumungong Abdul Ruhman Sri Maharajah, his heirs and successors for ever, the whole of the territory of Johore within the Malayan Peninsula and its dependencies, with the exception of the Kassang territory hereinafter mentioned.

2ND.—In consideration of the cession contained in the foregoing Article, His Highness Datu Tumungong Daing Ibrahim Sri Maharajah bin Tumungong Abdool Ruhman Sri Maharajah does hereby agree to pay immediately, after the execution of these Articles to His Highness Sultan Ally Iskander Shah bin Sultan Hussain Shah, the sum of five thousand Spanish Dollars, and further engages that he the said Datu Tumungong Daing Ibrahim Sri Maharajah, his heirs and successors, shall and will, from and after the 1st day of January 1855, pay to his said Highness Sultan Ally Iskander Shah, his heirs and successors, the sum of five hundred Spanish Dollars per mensem.

3RD.—His Highness Datu Tumungong Daing Ibrahim Sri Maharajah hereby withdraws all claim whatsoever to the said territory of Kassang, consisting of the lands lying between the river of Kassang and the river of Muar, and of which the said river of Kassang forms the boundary on the northward and that of Muar on the southward, and being part of the ancient territory of Johore, and consents that His Highness Sultan Ally Iskander Shah, his heirs and successors, shall have and enjoy the same in full sovereignty and property for ever.

4TH.—His Highness Sultan Ally Iskander Shah for himself, his heirs and successors, hereby agrees that the said territory of Kassang shall not be alienated or disposed of to any party or power, without the same being in the first place offered to the East India Company and then to His Highness Datu Tumungong Daing Ibrahim Sri Maharajah, his heirs or successors, on such terms as His Highness the Sultan Ally Iskander Shah, his heirs or successors, may be desirous to cede it to any other party or power willing to treat for the same.

5TH.—The subjects of each of the said contracting parties shall have full liberty to trade to and pass in and out of their respective territories, but shall be amenable for any crime or offence committed in the territory of either of the said contracting parties according to the law there in force, and each of the said contracting parties for himself, his heirs and successors, hereby solemnly engages to do no act calculated or having a tendency to promote or foment disturbances within the territory of the other of them, but in all respects truly and faithfully to adhere to and observe the Engagements hereby entered into by them respectively.

6TH.—The said contracting parties hereby agree that any difference or disagreement that may arise between them on matters falling within the foregoing Articles 4 and 5 shall be referred to the final decision of the British Government of India, with whose cognizance the said contracting parties have entered into this Treaty.

7TH.—Nothing contained herein shall be taken or construed to modify or affect the provisions of the Treaty concluded on the 2nd day of August 1824 between the East India Company and their late Highnesses the Sultan and Tumungong of Johore.

This done and concluded at Singapore, the 10th day of March, in the year of Christ 1855.

Executed before

(Signed) W. J. BUTTERWORTH,
Governor, Prince of Wales' Island, Singapore and Malacca.

(Signed) T. CHURCH,
Resident Councillor.

TUMUNGONG'S Seal.

SULTAN'S Seal.

SUMATRA.

THE Island of Sumatra is divided into a number of petty States, the chief of which are Acheen, Delly, Langkat, and Siack.

Our political relations with Acheen date as far back as 1602. Various attempts, however, which were made to establish a factory at Acheen, failed.

In 1815 a revolution broke out, and the reigning Sovereign, Jowhar Shah, a dissolute Prince, was deposed, and Syful Alum Shah, the son of a wealthy merchant, who was related to the Royal family, was raised to the throne. After protracted negotiations, however, the ex-Rajah was restored, through the mediation of Sir Stamford Raffles, and a Treaty (No. CV.) was concluded with him.

The official note appended to the Treaty with the Dutch of 1824 required that the Treaty with Acheen should be modified into a simple arrangement for the hospitable reception of British vessels and subjects in the port of Acheen. As our relations with Acheen, however, were merely nominal, and the Treaty of 1819 had been a dead letter, and as there was free and open intercourse with the Acheen ports, it was not considered necessary to enter into any formal arrangement with Acheen.

In consequence of the numerous acts of aggression committed upon British vessels trading with the Natives along the Acheen Coast, in 1837 Captain Chads of H. M. S. *Andromache* was requested to visit Acheen with the view of demanding redress. In 1844 a British Force, under the command of Captain the Honourable G. F. Hastings, was again despatched to Acheen on the same account. On this last occasion severe punishment was inflicted upon the inhabitants of the villages of Qualla, Battoo, and Murdoo, which had been mainly concerned in the piracies complained of. No opposition to the measure seems to have been displayed by the Rajah, who, on the contrary, had previously endeavoured to procure the surrender to our Authorities of the principal offenders.

With Delly, Langkat, and Siack Treaties (No. CVI. to CXI.) exist, but after the Treaty with the Dutch, of 1824, the diplomatic connection of the English with Sumatra ceased.

No. CV.

TREATY of FRIENDSHIP and ALLIANCE between the HONOURABLE ENGLISH EAST INDIA COMPANY and the KINGDOM of ACHEEN, concluded by the Honourable SIR THOMAS STAMFORD RAFFLES, Knight, and CAPTAIN JOHN MONCKTON COOMBS, Agent to the Governor-General, in the name and on the behalf of the Most Noble FRANCIS, MARQUIS OF HASTINGS, Knight of the Most Noble Order of the Garter, one of His Britannic Majesty's Most Honourable Privy Council, Governor-General in Council of all the British Possessions in India, on the one part, and His Highness SRI SULTAN ALLA IDDUN JOWHAR ALLUM SHAH, King of Acheen, for himself, his heirs and successors, on the other.

In consideration of the long and uninterrupted peace, amity, and good understanding which has subsisted between the Honourable English East India Company and His Highness' ancestors, the Kings of Acheen, and in order to perpetuate and improve their friendship to the advantage and prosperity of their mutual States and subjects, it is hereby agreed and determined:—

ARTICLE 1.

There shall be a perpetual peace, friendship, and defensive alliance between the States, dominions, and subjects of the high contracting parties, neither of whom shall give any aid or assistance to the enemies of the other.

ARTICLE 2.

At the request of His Highness the British Government engages to require and to use its influence to effect the removal of Syfful Allum from His Highness' territories, and the British Government further engages to prohibit him or any of his family, as far as they may be subject to their authority, from doing or committing in future any act or acts tending to prevent or impede the full re-establishment of His Highness' authority, His Highness the King engaging himself to place at the disposal of the Supreme Government of British India such Pension or Annuity as it may, in its wisdom, deem meet to recommend for the said Syfful Allum on the consideration of his retiring to Penang, and engaging to relinquish all claims to the sovereignty of Acheen, within three months from the date hereof.

SUMATRA.
No. CV.

ARTICLE 3.

His Highness the King grants to the British Government the free trade of all his ports, and engages that the Duties on merchandize levied at those ports shall be fixed and declared, and shall also be payable by the resident merchant. His Highness likewise engages not to grant or authorize a monopoly of the produce of his States by any person whatsoever.

ARTICLE 4.

His Highness engages, whenever the British Government may desire it, to receive and protect an accredited Agent of the British Government, with a suitable establishment, who shall be permitted to reside at His Highness' Court for the purpose of conducting the affairs of the Honourable Company.

ARTICLE 5.

In consideration of the injury which might result to the British trade from its exclusion from the ports of His Highness' States not at present subject to his authority, His Highness agrees and consents that ships and vessels of Great Britain shall continue their commercial intercourse with the Ports of Acheen and Jillusamauy, in the same manner as heretofore, unless a temporary blockade of these ports or either of them shall at any time be established by, and with the consent of, the British Government or resident authority. It is clearly understood, however, by the contracting parties, that no warlike stores or arms of any kind shall be furnished, given, or sold to any of His Highness' rebellious subjects by the vessels so trading to the aforesaid ports, under penalty of confiscation of ship and cargo.

ARTICLE 6.

His Highness Sri Sultan Alla Iddun Jowhar Allum Shah agrees, promises, and engages himself, his heirs and successors, to exclude the subjects of every other European power, and likewise all Americans, from a fixed habitation or residence in his dominions. He also engages not to enter into any negociation or conclude any treaty with any power, Prince, or Potentate whatsoever, unless with the knowledge and consent of the British Government.

ARTICLE 7.

His Highness engages not to permit the residence, in his dominions, of any British subject to whom the Resident Agent shall offer any objection.

ARTICLE 8.

The British Government agrees to give and furnish to His Highness, without delay, all the arms and military stores which are detailed in the paper appended to this Treaty, and signed by His Highness. The British Government likewise agrees to advance to His Highness the sum of money therein mentioned, as a temporary loan, to be repaid by His Highness at his earliest convenience.

ARTICLE 9.

This Treaty, consisting of nine Articles, has this day been concluded, subject to the Ratification of the Governor-General within six months from the date hereof, but it is to be understood that the several provisions herein contained may be carried into immediate effect, without awaiting the said Ratification.

Done at Sridule, near Pedir, in the Country of Acheen, on the 22nd day of April, in the year of our Lord 1819, *corresponding with the year of Hegira* 1234, *and the 26th day of Jemadil Akhir.*

The King of Acheen's Seal.

(Signed) T. S. RAFFLES. Seal.

JOHN MONCKTON COOMBS. Seal.

Governor-General's small Seal.

„ HASTINGS.

„ JAS. STUART.

„ J. ADAM.

„ E. COLEBROOKE.

SUMATRA. No. CVI. Ratified by His Excellency the Governor-General in Council, this 3rd day of April, A. D. 1820.

(Signed) C. T. METCALFE,
Secretary.

List of articles referred to in the annexed Treaty, to be furnished by the Honourable East India Company to His Highness Sri Sultan Allah Iddun Jowhar Allum Shah, agreeable to the stipulation of the eighth Article.

Arms and Military Stores.

Gunpowder, forty barrels; Field pieces, six-prs., brass, four; Round shot for ditto, four hundred; Grape shot for ditto, four hundred; Muskets, complete, four hundred; Musket balls, thirty barrels; Musket flints, three thousand.

Cash.

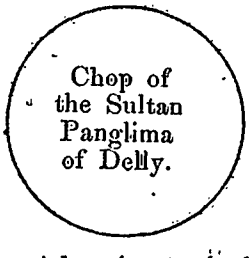
Spanish Dollars, fifty thousand.

(Signed) T. S. RAFFLES.
„ JOHN MONCKTON COOMBS.

Pedir, the 22nd April 1819.

No. CVI.

TRANSLATION of an ENGAGEMENT from the SULTAN PANGLIMA of DELLY.



Adverting to the letter from the Governor of Pulo Penang, brought by Mr. Anderson, I, Tanko Sultan Panglima, who govern the Kingdom of Delly and its dependencies of Langkat, Bulu China, Perchoot, and other States, being extremely desirous to improve the commerce with Pulo Penang, and to preserve a friendly relation with the Governor

of that place, make this Engagement with the Governor of Pulo Penang.

First.—If the Dutch or anyother power should request a settlement at Delly, or any of the places subject to my authority, I will not grant it, nor will I make any exclusive contracts with them respecting trade. I wish to trade as formerly with the merchants of Pulo Penang.

Second.—No other or greater Duties shall be charged than specified in the list given to the former Agent of the Governor of Penang.

Third.—Traders of all descriptions from Penang shall be at perfect liberty to import any goods they please, and buy and sell in any part of my dominions free of all interruption, and I will render them every aid in difficulty, in order that there may be an extensive trade, and that merchants may flock in numbers to Delly.

Fourth.—I shall introduce the currency of small Dollars into this country.

Dated 1238, *in the year Juri, 7th Jemadil Akhir (or the* 19*th February* 1823*).*

(True copy)

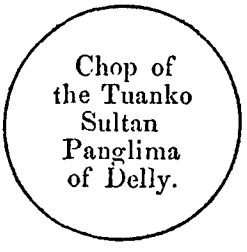
(Signed) J. W. SALMOND,

Resident Councillor, Prince of Wales' Island.

SUMATRA.
No. CVII.

No. CVII.

TRANSLATION of an ENGAGEMENT respecting the currency of DELLY and the BATTA COUNTRIES.



Signature of the RAJAH SIBAYA LINGA.

We, the Tuanko Sultan Panglima, who govern the kingdom of Delly, and the great Batta Rajah Sibaya Linga, give this Engagement to Mr. John Anderson, Agent of the Governor of Pulo Penang.

With respect to the desire of the Governor of Penang, that small Dollars shall pass current in Delly and its dependencies, we have determined that they shall pass in future, and we request that Mr. John Anderson will acquaint the Governor of the same, on his return to Penang, and give notice to the merchants of that place, that they may bring or send small Dollars to Delly and Bulu China, for the purchase of pepper, for the currency is established.

Dated in the year Juri 1238, *Monday, 7th of Jemadil Akhir (or the 19th February* 1823.)

(True copy)

(Signed) J. W. SALMOND,
Resident Councillor, Prince of Wales' Island.

No. CVIII.

LANGKAT.

TRANSLATION of an ENGAGEMENT transmitted by the RAJAH of LANGKAT.

With respect to the letter from my friend, the Governor of Penang, brought by his Agent, Mr. John Anderson, I have taken the subject of it into consideration, and have had a full explanation regarding the commerce of Langkat with Mr. Anderson. Being extremely desirous to cultivate a more intimate correspondence with the Governor of Pulo Penang, and to encourage traders from that place to come to Langkat, I am induced to send the Governor of Pulo Penang the following Engagement for the purpose of strengthening and perpetuating the friendship and mercantile communication with Pulo Penang.

FIRST.—I will make no exclusive contracts with the Dutch or any other Government; my intention and wish is to trade as hitherto with Penang.

SECOND.—Any traders from Penang shall experience every assistance from me, that they may have no difficulties, and that merchandise may be imported into, and exported from, Langkat and Penang, without interruption.

THIRD.—The Duties of Langkat are fixed as follows, *viz.*—pepper, 2 dollars per hundred gantangs; rattans, fifty pice or half a dollar per hundred bundles; salt, four dollars per coyan; rice, eight dollars per coyan; and no more shall be charged upon these or any other articles of trade. On Europe cloths, opium, &c., no Duty will be charged, and whoever pleases may bring and sell them in Langkat; and it is my desire to encourage an extensive demand.

SUMATRA. No. CIX. FOURTH.—I will endeavour to introduce the currency of Dollars and Rupees to facilitate the trade; but this is not settled yet.

Dated in the year Juri, 1838, *4th day of Jemadil Akhir (or the* 16*th February* 1823*).*

(True copy)

(Signed) J. W. SALMOND,
Resident Councillor, Prince of Wales' Island.

No. CIX.

TREATY of COMMERCIAL ALLIANCE between the HONOURABLE ENGLISH EAST INDIA COMPANY and HIS MAJESTY PADUKA SRI SULTAN ABDUL JALLIL HALILUDIN HENUB SULTAN ABDUL JALLIL SYPHUDIN, KING OF SIACK, SRI ENDRAPOORA, and dependencies, settled by MAJOR WILLIAM FARQUHAR, Resident of Malacca, in virtue of powers delegated to him by the Honourable JOHN ALEXANDER BANNERMAN, Governor of Prince of Wales' Island and its dependencies.

ARTICLE 1.

The peace and friendship now happily subsisting between the Honourable English East India Company and His Majesty the Sultan of Siack, Sri Endrapoora, shall be perpetual.

ARTICLE 2.

The vessels and merchandize belonging to British subjects; or persons being under the protection of the Honourable East India Company, shall always enjoy in the ports and dominions subject to His Majesty the Sultan of Siack, Sri Endrapoora, all the privileges and advantages, which are now, or may at any time hereafter be, granted to the subjects of the most favoured nations.

ARTICLE 3.

The vessels and merchandize belonging to the subjects of His Majesty the Sultan of Siack, Sri Endrapoora, shall always receive similar advantages and privileges in the harbour of Fort Cornwallis, and in all other places dependent on the British Government of Prince of Wales' Island.

ARTICLE 4.

His Majesty the Sultan of Siack, Sri Endrapoora, shall not renew any obsolete and interrupted treaties with other nations, public bodies, or individuals, the provisions of which may in any degree tend to exclude or obstruct the trade of British subjects, who further shall not be burthened with any impositions on Duties not levied on the subjects of other States.

ARTICLE 5.

His Majesty the Sultan of Siack, Sri Endrapoora, further engages that he will, upon no pretence whatever, grant a monopoly of any articles of trade or commodities, the produce of his territories, to any person or persons, European, American, or natives.

ARTICLE 6.

It is finally declared, that this Treaty, which, according to the foregoing Articles, is meant for promoting the peace and friendship of the two States, and securing the liberty of commerce and navigation between their respective subjects, to the mutual advantage of both, shall last for ever.

In token of truth, and for the satisfaction of both parties, we have hereunto affixed our signatures and seals at Bukit Battoo, in the kingdom of Siack, this Thirty-first day of the month August, in the year of Our Lord 1818, answering to the Twenty-seventh day of the month Sawal, in the year of the Hegirat 1233.

L. S.

Chop of the King of Siack.

(Signed) W. FARQUHAR, *Major of Engineers,*
Resident of Malacca,
and Commissioner on the part of the British Government.

(True copy)

(Signed) J. W. SALMOND,
Resident Councillor, Prince of Wales' Island.

No. CX.

TRANSLATION of an ENGAGEMENT presented by the KING of SIACK to MR. JOHN ANDERSON, Agent to the Governor of Pulo Penang.

The letter from the Honourable William Edward Phillips, Governor of Pulo Penang, of which his Agent, Mr. John Anderson, had the charge, duly reached His Majesty, who is seated on the throne of Siack, and respecting all that is therein contained relating to the good will of the Governor of Pulo Penang, and the improvement and enlargement of mercantile connections between Siack and Pulo Penang, His Majesty is impressed with the greatest satisfaction, because Siack and its dependencies will thereby become populous, and there will be a constant and beneficial intercourse with Penang; wherefore His Majesty, in concert with his chiefs, *viz.* the Tuanko Panglima Besar, the Datu Sri Pakama Rajah, the Datu Sri Biji Wangsa, the Datu Maharajah Lela Muda, and the Tuan Imaum have confirmed the Treaty formerly given to Colonel Farquhar, Agent of the Governor of Pulo Penang; and in addition to that, His Majesty and the five Chiefs above-named make the following Engagement, and send it to the Governor of Pulo Penang, for the purpose of strengthening and perpetuating their reciprocal friendship, and that there may be no change or variation in the connection between Siack and Pulo Penang for ever and ever.

FIRST.—His Majesty and the five Chiefs will not grant the Dutch, or any other nation, a settlement, or permit them to hoist their colours, or reside at Siack or any place under its dominion.

SECOND.—His Majesty and Chiefs will not interrupt or prevent any Noquedahs of vessels, or traders, from going to Penang, and will not give them any orders to trade solely with Malacca, but they shall be at full liberty to follow their own inclination, and proceed to Penang as heretofore.

THIRD.—There shall be no interference with the Chiefs of the States tributary to Siack, and they shall also have full power to enter

into any negotiations, or make any engagements with Penang, which shall not be liable to be altered or varied by His Majesty, and the Datus and the Chiefs shall be at liberty to trade with Penang as they please.

FOURTH.—All merchants or traders coming from Penang to Siack, shall meet with no interruption at Siack, but be free to buy and sell where they please.

FIFTH.—To all prows, brigs, or ships, which may come to trade at Siack, meeting with any accident, either there or at sea, His Majesty and the Chiefs engage to render them every possible assistance, to enable them to return in safety to Penang.

SIXTH.—The Duties established on imports from Penang, or exports from Siack, are fixed by a list delivered to Mr. John Anderson, and they shall not be altered or varied.

SEVENTH.—His Majesty and Chiefs will not countenance or permit any pirates to remain in Siack or its dependencies, but will turn them out, in order that the trade between Siack and Pulo Penang may flourish.

EIGHTH.—If His Majesty or his country should be involved in difficulty, he will give immediate notice to the Governor of Pulo Penang, and beg assistance and advice.

Such is the Engagement of the King of Siack and his Chiefs sent to the Governor of Penang.

Dated the 12*th Rajab, in the year* 1238 *(or the* 26*th March* 1823*).*

(True copy)

(Signed) J. W. SALMOND,

Resident Councillor, Prince of Wales' Island.

SUMATRA.
No. CXI.

No. CXI.

TRANSLATION of a SCHEDULE of the IMPORT and EXPORT DUTIES at SIACK, as delivered by the KING and CHIEFS to the AGENT of the Governor of Pulo Penang.

In the year 1238, 12*th day of Rajab, Monday.*

Seal of the King of Siack.

Whereas, Mr. John Anderson, Agent of the Governor of Pulo Penang, arrived at Siack, and requested of His Majesty a document, specifying the rate of Duties chargeable on merchandize at Siack, and His Majesty has consequently given to him the following Schedule, fixing the Duties on imports and exports:—

IMPORTS.			EXPORTS.		
On Opium	20 drs.	per chest.	Galru	25 drs.	per pecul.
Salt	8 „	coyan.	Wax	2 „	do.
Salt from Java	10 „	do.	Gamber	½ „	do.
Raw Silk	5 „	cent.	Fish Roes	2½ „	1,000
Coarse and Europe Cloths	5 „	do.	Salt Fish	2 „	1,000
			Sago	8 „	per coyan.
Merchandize, the usual cargoes of junks of all sorts				5 „	per cent.

All other articles are free of Import or Export Duty.

Memo. respecting the Duties.

The Duties at Assahan and Delly to be continued the same as fixed in the Schedule formerly transmitted to Government, of which copies were furnished to me.

At Langkat the Duties are as specified in the Engagement of the Rajah, marked No. 5 in the Appendix. *(See No. CVIII.)*

At Sirdang at present there are no Duties charged, except on pepper and slaves, the former 1 dollar per 100 gantans, the other 1 dollar a head: this is by the Sultan Besar at Kampong Besar, but a revision of the Duties is about to take place by the Chiefs there, and some further imports are to be levied on merchandize passing down the river, by the Chiefs of Kampongs, Dorian and Kalamber. The new arrangement will be hereafter communicated.

Batabura is, as I have before observed, a free port.

(Signed) JOHN ANDERSON,
Agent to the Government.

SIAM.

THE diplomatic relations of the British Government with Siam may be said to have commenced with Mr. John Crawfurd's mission in 1821. The chief object of this mission was to procure an unrestricted trade with Siam. But Mr. Crawfurd's negotiations were unsuccessful.

In 1826 a Treaty (No. CXII.) was negotiated by Captain Burney, with the view chiefly of preventing the Siamese from co-operating with the Burmese during the first Burmese War, in which the British Government was then engaged, and of providing for the peace of the Malayan Peninsula then disturbed, in consequence of the occupation of Quedah by the Siamese. Besides the above Treaty, Captain Burney effected a Commercial Agreement (No. CXIII.) with Siam. The provisions of this Engagement were systematically violated by the Siamese, and as the 6th Article placed British subjects under Siamese laws, its abrogation was indispensable.

In 1850 Sir James Brooke was deputed to Siam armed with plenipotentiary powers from the Queen. But his efforts to conclude a satisfactory Treaty were unsuccessful. Five years later, however, a Treaty (No. CXIV.) of friendship and commerce between Her Majesty and the Kings of Siam was negotiated by Sir John Bowring. In 1856 Mr. Parker conveyed to Siam the ratification of the Treaty by the Queen, when an Agreement (No. CXV.) was made with Siamese Commissioners to give effect to the Treaty and to define its intentions.

The dependencies of Siam in the Malayan Peninsula are Quedah, Ligor, Tringanu, Calantan, and Potani. The Engagements with Quedah have been already given (Nos. LXXXVI. to LXXXVIII). In 1831, after the Rajah of Ligor had defeated the Ex-Rajah of Quedah in an attempt to recover his country (see Quedah), the Resident of Penang visited him at Quedah and concluded an Engagement (No. CXVI.) with him regarding the boundaries of Province Wellesley, in conformity with the 3rd Article of the Treaty of Bangkok.

This boundary has not, however, up to the present moment, been actually marked out, the Commission, composed partly of British and

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partly of Siamese Officers, appointed for the performance of this duty, having dissolved, owing to the illness of some of the Members, before its labors had been completed.

No. CXII.

Treaty with Siam, 1827.

The powerful Lord, who is in possession of every good, and every dignity, the God Boodh, who dwells over every head in the city of the sacred and great Kingdom of Si-a-yoo-tha-yă (Titles of the King of Siam) Incomprehensible to the head and brain, the sacred beauty of the royal palace, serene and infallible there, (Titles of the Wangua or second King of Siam,) have bestowed their commands upon the heads of their Excellencies, the Ministers of high rank, belonging to the sacred and great King of dour Si-a-yoo-tha-yă, to assemble and frame a Treaty with Captain Henry Burney, the English Envoy, on the part of the English Government, the Honourable East India Company, who govern the countries in India belonging to the English under the authority of the King and Parliament of England, and the Right Honourable Lord Amherst, Governor of Bengal, and other English Officers of high rank, have deputed Captain Burney as an Envoy to represent them, and to frame a Treaty with their Excellencies, the Ministers of high rank belonging to the sacred and great Kingdom of Si-a-yoo-tha-yă, in view that the Siamese and the English nation may become great and true friends, connected in love and affection, with genuine candour and sincerity, on both sides. The Siamese and English frame two uniform copies of a Treaty, in order that one copy may be placed in the Kingdom of Siam, and that it may become known throughout every great and small province subject to Siam, and in order that one copy may be placed in the kingdom of Siam, and that it may become known throughout every great and small province subject to Siam, and in order that one copy may be

placed in Bengal, and that it may become known throughout every great and small province subject to the English Government. Both copies of the Treaty will be attested by the royal seal, by the seals of their Excellencies the Ministers of high rank in the city of the sacred and great kingdom of Si-a-yoŏ-tha-yă, and by the seals of the Right Honourable Lord Amherst, Governor of Bengal, and of the other English Officers of high rank.

ARTICLE 1.

The English and Siamese engage in friendship, love, and affection, with mutual truth, sincerity, and candour. The Siamese must not meditate or commit evil, so as to molest the English in any manner. The English must not meditate or commit evil, so as to molest the Siamese in any manner. The Siamese must not go and molest, attack, disturb, seize, or take any place, territory or boundary belonging to the English, in any country subject to the English. The English must not go and molest, attack, disturb, seize, or take any place, territory or boundary belonging to the Siamese, in any country subject to the Siamese. The Siamese shall settle every matter within the Siamese boundaries, according to their own will and customs.

ARTICLE 2.

Should any place or country, subject to the English, do any thing that may offend the Siamese, the Siamese shall not go and injure such place or country, but first report the matter to the English, who will examine into it with truth and sincerity, and if the fault lie with the English, the English shall punish according to the fault. Should any place or country subject to the Siamese do any thing that may offend the English, the English shall not go and injure such place or country, but first report the matter to the Siamese, who will examine into it with truth and sincerity, and if the fault lie with the Siamese, the Siamese shall punish according to the fault. Should any Siamese place or country, that is near an English country, collect at any time an army or a fleet of boats, if the chief of the English country inquire the object of such force, the chief of the Siamese country must declare it. Should any English place or country, that is near a Siamese country, collect at any time an army or a fleet of boats, if the chief of the Siamese country

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inquire the object of such force, the chief of the English country must declare it.

ARTICLE 3.

In places and countries belonging to the Siamese and English, lying near their mutual borders, whether to the east, west, north, or south, if the English entertain a doubt as to any boundary that has not been ascertained, the chief on the side of the English must send a letter, with some men and people from his frontier posts to go and inquire from the nearest Siamese chief, who shall depute some of his officers and people from his frontier posts to go with the men belonging to the English chief, and point out and settle the mutual boundaries, so that they may be ascertained on both sides in a friendly manner. If a Siamese chief entertain a doubt as to any boundary that has not been ascertained, the chief on the side of the Siamese must send a letter, with some men and people from his frontier posts, to go and inquire from the nearest English chief, who shall depute some of his officers and people from his frontier posts, to go with the men belonging to the Siamese chief, and point out and settle the mutual boundaries, so that they may be ascertained on both sides in a friendly manner.

ARTICLE 4.

Should any Siamese subject run and go and live within the boundaries of the English, the Siamese must not intrude, enter, seize, or take such person within the English boundaries, but must report and ask for him in a proper manner; and the English shall be at liberty to deliver the party or not. Should any English subject run and go and live within the boundaries of the Siamese, the English must not intrude, enter, seize, or take such person within the Siamese boundaries, but must report and ask for him in a proper manner, and the Siamese shall be at liberty to deliver the party or not.

ARTICLE 5.

The English and Siamese having concluded a Treaty, establishing a sincere friendship between them, merchants subject to the English, and their ships, junks, and boats, may have intercourse and trade with any Siamese country, which has much merchandize, and the Siamese will

aid and protect them, and permit them to buy and sell with facility. Merchants subject to the Siamese, and their boats, junks, and ships, may have intercourse and trade with any English country, and the English will aid and protect them, and permit them to buy and sell with facility. The Siamese desiring to go to an English country, or the English desiring to go to a Siamese country, must conform to the customs of the place or country on either side: should they be ignorant of the customs, the Siamese or English officers must explain them. Siamese subjects who visit an English country must conduct themselves according to the established laws of the English country, in every particular. English subjects who visit a Siamese country must conduct themselves according to the established laws of the Siamese country in every particular.

ARTICLE 6.

Merchants subject to the Siamese or English going to trade either in Bengal or any country subject to the English, or at Bangkok, or in any country subject to the Siamese, must pay the Duties upon commerce according to the customs of the place or country, on either side, and such merchants and the inhabitants of the country shall be allowed to buy and sell without the intervention of other persons in such countries. Should a Siamese or English merchant have any complaint or suit, he must complain to the officers and governors on either side, and they will examine and settle the same, according to the established laws of the place or country on either side. If a Siamese or English merchant buy or sell without inquiring and ascertaining whether the seller or buyer be of a good or bad character, and if he meet with a bad man who takes the property and absconds, the rulers and officers must make search and produce the person of the absconder and investigate the matter with sincerity. If the party possess money or property, he can be made to pay, but if he do not possess any, or if he cannot be apprehended, it will be the merchant's own fault.

ARTICLE 7.

A merchant subject to the Siamese or English, going to trade in any English or Siamese country, and applying to build godowns or

SIAM. No. CXII. houses, or to buy or hire shops or houses, in which to place his merchandize, the Siamese or English officers and rulers shall be at liberty to deny him permission to stay. If they permit him to stay he shall land and take up his residence according to such terms as may be mutually agreed on, and the Siamese or English officers and rulers will assist and take proper care of him, preventing the inhabitants of the country from oppressing him, and preventing him from oppressing the inhabitants of the country. Whenever a Siamese or English merchant or subject who has nothing to detain him, requests permission to leave the country and to embark with his property on board of any vessel, he shall be allowed to do so with facility.

ARTICLE 8.

If a merchant desire to go and trade in any place or country belonging to the English or Siamese, and his ship, boat, or junk meet with any injury whateyer, the English or Siamese officers shall afford adequate assistance and protection. Should any vessel belonging to the Siamese or English be wrecked in any place or country, where the English or Siamese may collect any of the property belonging to such vessel, the English or Siamese officers shall make proper inquiry and cause the property to be restored to its owner, or in case of his death to his heir, and the owner or heir will give a proper remuneration to the person who may have collected the property. If any Siamese or English subject die in an English or Siamese country, whatever property he may leave shall be delivered to his heir. If the heir be not living in the same country and unable to come, appoint a person by letter to receive the property, the whole of it shall be delivered to such person.

ARTICLE 9.

Merchants, subject to the English, desiring to come and trade in any Siamese country, with which it has not been the custom to have trade and intercourse, must first go and inquire of the Governor of the country. Should any country have no merchandize, the Governor shall inform the ship that has come to trade that there is none. Should any country have merchandize sufficient for a ship, the Governor shall allow her to come and trade.

ARTICLE 10.

The English and Siamese mutually agree, that there shall be an unrestricted trade between them in the English countries of Prince of Wales' Island, Malacca, and Singapore, and the Siamese countries of Ligor, Merdilong Singora, Patani, Junkceylon, Quedah, and other Siamese provinces. Asiatic merchants of the English countries, not being Burmese, Peguers, or descendants of Europeans, shall be allowed to trade freely overland and by means of the rivers. Asiatic merchants, not being Burmese, Peguers, or descendants of Europeans, desiring to enter into, and trade with, the Siamese dominions from the countries of Mergui, Tavoy, Tenasserim, and Ye, which are now subject to the English, will be allowed to do so freely, overland and by water, upon the English furnishing them with proper certificates. But merchants are forbidden to bring opium, which is positively a contraband article in the territories of Siam, and should a merchant introduce any, the Governors shall seize, burn, and destroy the whole of it.

ARTICLE 11.

If an Englishman desire to transmit a letter to any person in a Siamese or other country, such person only and no other shall open and look into the letter. If a Siamese desire to transmit a letter to any person in an English or other country, such person only and no other shall open and look into the letter.

ARTICLE 12.

Siam shall not go and obstruct or interrupt commerce in the States of Tringano and Calantan. English merchants and subjects shall have trade and intercourse in future with the same facility and freedom as they have heretofore had, and the English shall not go and molest, attack, or disturb those States upon any pretence whatever.

ARTICLE 13.

The Siamese engage to the English, that the Siamese shall remain in Quedah and take proper care of that country, and of its people; the inhabitants of Prince of Wales' Island and of Quedah shall have trade

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and intercourse as heretofore; the Siamese shall levy no duty upon stock and provisions, such as cattle, buffaloes, poultry, fish, paddy, and rice, which the inhabitants of Prince of Wales' Island or ships there may have occasion to purchase in Quedah, and the Siamese shall not farm the mouths of rivers or any streams in Quedah, but shall levy fair and proper Import and Export Duties. The Siamese further engage, that when Chao Phya of Ligor returns from Bangkok, he shall release the slaves, personal servants, family, and kindred belonging to the former Governor of Quedah, and permit them to go and live wherever they please. The English engage to the Siamese, that the English do not desire to take possession of Quedah, that they will not attack or disturb it, *nor permit the former Governor of Quedah, or any of his followers, to attack, disturb, or injure in any manner the territory of Quedah, or any other territory subject to Siam. The English engage that they will make arrangements for the former Governor of Quedah to go and live in some other country, and not at Prince of Wales' Island or Prye, or in Perak, Salengore, or any Burmese country. If the English do not let the former Governor of Quedah go and live in some other country as here engaged, the Siamese may continue to levy an Export Duty upon paddy and rice in Quedah.** The English will not prevent any Siamese, Chinese, or other Asiatics at Prince of Wales' Island from going to reside in Quedah if they desire it.

Article 14.

The Siamese and English mutually engage that the Rajah of Perak shall govern his country according to his own will. Should he desire to send the gold and silver flowers to Siam as heretofore, the English will not prevent his doing as he may desire. If Chao Phya of Ligor desire to send down to Perak, with friendly intentions, forty (40) or fifty (50) men, whether Siamese, Chinese, or other Asiatic subjects of Siam; or if the Rajah of Perak desire to send any of his ministers or officers to seek Chao Phya of Ligor, the English shall not forbid them. The Siamese or English shall not send any force to go and molest, attack, or disturb Perak. The English will not allow the State of

* Note.—The clauses in italics have been annulled at the request of the Court of Siam, *vide* Pol. Cons., 22nd June 1842.

Salengore to attack or disturb Perak, and the Siamese shall not go and attack or disturb Salengore. The arrangements stipulated in these two last articles respecting Perak and Quedah, Chao Phya of Ligor shall execute as soon as he returns home from Bangkok.

The fourteen Articles of this Treaty let the great and subordinate Siamese and English officers, together with every great and small province, hear, receive, and obey without fail. Their Excellencies the ministers of high rank, at Bangkok, and Captain Henry Burney, whom the Right Honourable Lord Amherst, Governor of Bengal, deputed as an Envoy to represent His Lordship, framed this Treaty together, in the presence of Prince Krom Meun Soorin Thiraksa, in the city of the sacred and great Kingdom of Si-a-yoo-tha-yă.

The Treaty, written in the Siamese, Malayan, and English languages, was concluded on Tuesday, the First day of the seventh decreasing Moon, 1188, year dog 8, according to the Siamese Æra, corresponding with the Twentieth day of June 1826, of the European Æra.

Both copies of the Treaty are sealed and attested by their Excellencies the ministers, and by Captain Henry Burney. One copy Captain Henry Burney will take for the Ratification of the Governor of Bengal, and one copy, bearing the royal seal, Chao Phya of Ligor will take and place at Quedah. Captain Burney appoints to return to Prince of Wales' Island in seven months, in the second Moon of the year dog 8, and to exchange the Ratifications of this Treaty with Phra Phak-di-Bori-rak, at Quedah. The Siamese and English shall form a friendship that shall be perpetuated, that shall know no end or interruption as long as Heaven and Earth endure.

(A literal translation from the Siamese.)

(Signed) H. BURNEY, *Captain,*
Envoy to the Court of Siam.

King of Siam's Seal.

(Signed) AMHERST.

L. S.

SIAM.
No. CXII.

Ratified by the Right Honourable the Governor-General, in Camp at Agra, this Seventeenth day of January, One Thousand Eigh Hundred and Twenty-seven.

By Command of the Governor-General.

(Signed) A. STIRLING,
Secretary to Government,
In attendance on the Governor-General.

Seal of Chao Phya Chak-kri.

Seal of Chao Phya Akho Mahasena Kalabone.

(Signed) COMBERMERE.

Seal of Chao Phya Phra Khlang.

Seal of Chao Phya Tharana.

„ J. H. HARINGTON.

Seal of Chao Phya Phollo-thep.

Seal of Chao Phya Yomoraht.

„ W. B. BAYLEY.

By command of the Vice-President in Council.

(Signed) GEORGE SWINTON,
Secretary to Government.

Sealed and Signed.

H. BURNEY, *Captain,*
Envoy to the Court of Siam, from the
Right Honourable the Governor-General of British India.

No. CXIII.

Commercial Treaty of 1827.

Their Excellencies the Ministers and Captain Henry Burney having settled a Treaty of Friendship, consisting of fourteen Articles, now frame the following Agreement with respect to English vessels desiring to come and trade in the city of the sacred and great Kingdom of Si-a-yoo-tha-yă (Bangkok).

Article 1.

Vessels belonging to the subjects of the English Government, whether Europeans or Asiatics, desiring to come and trade at Bangkok, must conform to the established laws of Siam in every particular. Merchants coming to Bangkok, are prohibited from purchasing paddy or rice for the purpose of exporting the same as merchandize, and if they import fire-arms, shot, or gunpowder, they are prohibited from selling them to any party but to the Government. Should the Government not require such fire-arms, shot, or gunpowder, the merchants must re-export the whole of them. With exception to such warlike stores, and paddy and rice, merchants subjects of the English, and merchants at Bangkok, may buy and sell without the intervention of any other person, and with freedom and facility. Merchants coming to trade, shall pay at once the whole of the duties and charges consolidated according to the breadth of the vessel.

If the vessel bring an import cargo, she shall be charged seventeen hundred (1,700) ticals for each Siamese fathom in breadth.

If the vessel bring no import cargo, she shall be charged fifteen hundred (1,500) ticals for each Siamese fathom in breadth.

No import, export, or other Duty shall be levied upon the buyers or sellers from, or to, English subjects.

Article 2.

Merchant vessels, the property of English subjects, arriving off the bar, must first anchor and stop there, and the Commander of the

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vessel must despatch a person with an account of the cargo, and a return of the people, guns, shot, and powder, on board the vessel, for the information of the Governor, at the mouth of the river, who will send a pilot and interpreter to convey the established regulations to the Commander of the vessel. Upon the pilot bringing the vessel over the bar, she must anchor and stop below the chokey, which the interpreter will point out.

ARTICLE 3.

The proper officers will go on board the vessel and examine her thoroughly, and after the guns, shot, and powder have been removed and deposited at Paknam (port at the mouth of the Menam), the Governor of Paknam will permit the vessel to pass up to Bangkok.

ARTICLE 4.

Upon the vessel's arriving at Bangkok, the officers of the customs will go on board and examine her, open the hold, and take an account of whatever cargo may be on board, and after the breadth of the vessel has been measured and ascertained, the merchants will be allowed to buy and sell according to the first article of this Agreement. Should a vessel, upon receiving an export cargo, find that she cannot cross the bar with the whole, and that she must hire cargo boats to take down a portion of the cargo, the officers of the customs and chokeys shall not charge any further Duty upon such cargo boats.

ARTICLE 5.

Whenever a vessel or cargo boat completes her lading, the Commander of the vessel must go and ask Chao Phya Phra Khlang for a port clearance, and if there be no cause for detention, Chao Phya Phra Khlang shall deliver the port clearance without delay. When the vessel, upon her departure, arrives at Paknam, she must anchor and stop at the usual chokey, and after the proper officers have gone on board and examined her, the vessel may receive her guns, shot, and powder, and take her departure.

ARTICLE 6.

Merchants being subjects of the English Government, whether Europeans or Asiatics, the Commanders, officers, lascars, and the whole of the crew of vessels, must conform to the established laws of Siam, and to the stipulations of this Treaty in every particular. If merchants of every class do not observe the Articles of this Treaty, and oppress the inhabitants of the country, become thieves or bad men, kill men, speak offensively of, or treat disrespectfully any great or subordinate officers of the country, and the case become important in any way whatever, the proper officers shall take jurisdiction of it, and punish the offender. If the offence be homicide, and the officers, upon investigation, see that it proceeded from evil intention, they shall punish with death. If it be any other offence, and the party be the commander or officer of a vessel, or a merchant, he shall be fined. If he be of a lower rank, he shall be whipped or imprisoned, according to the established laws of Siam. The Governor of Bengal will prohibit English subjects, desiring to come and trade at Bangkok, from speaking disrespectfully or offensively to, or of the great officers in Siam. If any person at Bangkok oppress any English subject, he shall be punished according to his offence in the same manner.

The six Articles of this Agreement, let the Officers at Bangkok, and merchants subject to the English, fulfil and obey in every particular.

(A literal translation from the Siamese.)

(Signed) H. BURNEY, *Captain,*
Envoy to the Court of Siam.

King of Siam's Seal.

(Signed) AMHERST. L. S.

SIAM.
No. CXIII.

Ratified by the Right Honourable the Governor-General, in Camp, at Agra, this Seventeenth day of January, One Thousand Eight Hundred and Twenty-seven.

By Command of the Governor-General,

(Signed) A. STIRLING,
Secretary to Government,
In attendance on the Governor-General.

Seal of Chao Phya Chak-kri.

Seal of Chao Phya Akho Mahasena Kalabone.

(Signed) COMBERMERE.

Seal of Chao Phya Phra Khlang.

Seal of Chao Phya Tharana.

„ J. H. HARINGTON.

Seal of Chao Phya Phollo-thep.

Seal of Chao Phya Yomoraht.

„ W. B. BAYLEY.

By command of the Vice-President in Council,

(Signed) GEORGE SWINTON,
Secretary to Government.

Sealed and Signed.

(Signed) H. BURNEY, *Captain,*
Envoy to the Court of Siam, from the Right Honourable the Governor-General of British India.

No. CXIV.

TREATY of 1855 with SIAM.

Her Majesty the Queen of the United Kingdom of Great Britain and Ireland and all its dependencies, and their Majesties Phra Bard Somdetch Phra Paramendo Maha Mongkut Phra Choni Klan Chan Yu Hua, the first King of Siam, and Phra Bard Somdetch Phra Pawarendo Ramese Mahiswarese Phra Pin Klan Chan Yu Hua, the second King of Siam, desiring to establish, upon firm and lasting foundations, the relations of peace and friendship existing between the two countries, and to secure the best interests of their respective subjects, by encouraging, facilitating, and regulating their industry and trade, have resolved to conclude a Treaty of Amity and Commerce for this purpose, and have therefore named as their Plenipotentiaries; that is to say,

Her Majesty the Queen of Great Britain and Ireland, Sir John Bowring, Knight, Doctor of Laws, &c., &c.,

And their Majesties the first and second Kings of Siam, His Royal Highness Krom Hluang Wongsa Dhiraj Snidh; His Excellency Somdetch Chan Phaya Param Maha Puyura Wongse; His Excellency Somdetch Chan Phaya Param Maha Bijaineate; His Excellency Chan Phaya Sri Suriwongse Samuha Phra Kralahome; and His Excellency Chan Phaya, acting Phraklang.

Who, after having communicated to each other their respective full powers, and found them to be in good and due form, have agreed upon and concluded the following Articles:—

Article I.—There shall henceforward be perpetual peace and friendship between Her Majesty the Queen of Great Britain and Ireland and Her successors, and their Majesties the first and second Kings of Siam and their successors. All British subjects coming to Siam shall receive from the Siamese Government full protection and assistance to enable them to reside in Siam in all security, and trade with every facility, free from oppression or injury on the part of the Siamese. And all Siamese subjects going to an English country shall receive from the British Government the same complete protection and assistance that shall be granted to British subjects by the Government of Siam.

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Article II.—The interests of all British subjects coming to Siam shall be placed under the regulation and control of a Consul, who will be appointed to reside at Bangkok. He will himself conform to, and will enforce the observance by British subjects of all the provisions of this Treaty, and such of the former Treaty negotiated by Captain Burney in 1826 as shall still remain in operation. He shall also give effect to all Rules or Regulations as are now, or may hereafter be, enacted for the Government of British subjects in Siam, the conduct of their trade, and for the prevention of violations of the Laws of Siam. Any disputes arising between British and Siamese subjects shall be heard and determined by the Consul in conjunction with the proper Siamese Officers; and criminal offences will be punished, in the case of English offenders, by the Consul, according to English Laws, and in the case of Siamese offenders, by their own Laws, through the Siamese authorities. But the Consul shall not interfere in any matters referring solely to Siamese, neither will the Siamese authorities interfere in questions which only concern the subjects of Her Britannic Majesty.

It is understood, however, that the arrival of the British Consul at Bangkok shall not take place before the Ratification of this Treaty, nor until ten vessels owned by British subjects, sailing under British colors and with British papers, shall have entered the Port of Bangkok for the purposes of trade, subsequent to the signing of this Treaty.

Article III.—If Siamese, in the employ of British subjects, offend against the Laws of their country, or if any Siamese having so offended, or desiring to desert, take refuge with a British subject in Siam, they shall be searched for, and upon proof of their guilt or desertion, shall be delivered up by the Consul to the Siamese authorities. In like manner, any British offenders, resident or trading in Siam, who may desert, escape to, or hide themselves in Siamese territories, shall be apprehended and delivered over to the British Consul on his requisition. Chinese not able to prove themselves to be British subjects, shall not be considered as such by the British Consul, nor be entitled to his protection.

Article IV.—British subjects are permitted to trade freely in all the sea-ports of Siam, but may reside permanently only at Bangkok,

or within the limits assigned by this Treaty. British subjects coming to reside at Bangkok may rent land and buy or build houses, but cannot purchase lands within a circuit of 200 seng (not more than 4 miles English) from the City walls, until they shall have lived in Siam for ten years, or shall obtain special authority from the Siamese Government to enable them to do so. But, with the exception of this limitation, British residents in Siam may at any time buy or rent houses, lands, or plantations situated any where within a distance of twenty-four hours' journey from the City of Bangkok, to be computed by the rate at which boats of the country can travel. In order to obtain possession of such lands or houses, it will be necessary that the British subject shall, in the first place, make application through the Consul to the proper Siamese Officer, and the Siamese Officer and the Consul having satisfied themselves of the honest intentions of the applicant, will assist him in settling, upon equitable terms, the amount of the purchase-money, will make out and fix the boundaries of the property, and will convey the same to the British purchaser under sealed Deeds, whereupon he and his property shall be placed under the protection of the Governor of the district, and that of the particular local authorities: he shall conform in ordinary matters to any just directions given him by them, and will be subject to the same taxation that is levied on Siamese subjects. But if, through negligence, the want of capital, or other cause, a British subject should fail to commence the cultivation or improvement of the lands so acquired within a term of three years from the date of receiving possession thereof, the Siamese Government shall have the power of resuming the property upon returning to the British subject the purchase-money paid by him for the same.

Article V.—All British subjects intending to reside in Siam shall be registered at the British Consulate. They shall not go out to sea, nor proceed beyond the limits assigned by this Treaty for the residence of British subjects, without a passport from the Siamese authorities, to be applied for by the British Consul, nor shall they leave Siam if the Siamese authorities show to the British Consul that legitimate objections exist to their quitting the country. But within the limits appointed under the preceding Article, British subjects are at liberty

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to travel to and fro under the protection of a Pass, to be furnished them by the British Consul, and counter-sealed by the proper Siamese Officer, stating, in the Siamese character, their names, calling, and description. The Siamese Officers at the Government Stations in the interior may, at any time, call for the production of this Pass; and, immediately on its being exhibited, they must allow the parties to proceed, but it will be their duty to detain those persons who, by travelling without a Pass from the Consul, render themselves liable to the suspicion of their being deserters; and such detention shall be immediately reported to the Consul.

Article VI.—All British subjects visiting or residing in Siam shall be allowed the free exercise of the Christian Religion, and liberty to build Churches in such localities as shall be consented to by the Siamese Authorities. The Siamese Government will place no restrictions upon the employment, by the English, of Siamese subjects as servants, or in any other capacity. But wherever a Siamese subject belongs or owes service to some particular master, the servant who engages himself to a British subject, without the consent of his master, may be reclaimed by him, and the Siamese Government will not enforce an Agreement between a British subject and any Siamese in his employ, unless made with the knowledge and consent of the master, who has a right to dispose of the services of the person engaged.

Article VII.—British Ships of War may enter the river and anchor at Paknam, but they shall not proceed above Paknam, unless with the consent of the Siamese authorities, which shall be given where it is necessary that a ship shall go into dock for repairs. Any British Ship of War conveying to Siam a public functionary, accredited by the British Government to the Court of Bangkok, shall be allowed to come up to Bangkok, but shall not pass the Forts called Phrachamit and Pit-pach-nuck, unless expressly permitted to do so by the Siamese Government. But in the absence of a British Ship of War, the Siamese authorities engage to furnish the Consul with a force sufficient to enable him to give effect to his authority over British subjects, and to enforce discipline among British Shipping.

Article VIII.—The measurement Duty hitherto paid by British vessels trading to Bangkok, under the Treaty of 1826, shall be abolished

from the date of this Treaty coming into operation; and British Shipping or Trade will thenceforth be only subject to the payment of Import and Export Duties on the goods landed or shipped.

On all articles of import, the Duty shall be three per cent., payable at the option of the importer, either in kind or money, calculated upon the market value of the goods. Drawback of the full amount of Duty shall be allowed upon goods found unsaleable and re-exported. Should the British Merchant and the Custom House Officers disagree as to the value to be set upon imported articles, such disputes shall be referred to the Consul and proper Siamese Officer, who shall each have the power to call in an equal number of Merchants as assessors, not exceeding two on either side, to assist them in coming to an equitable decision.

Opium may be imported free of Duty, but can only be sold to the Opium farmer or his agents. In the event of no arrangement being effected with them for the sale of the Opium, it shall be re-exported, and no Impost or Duty shall be levied thereon. Any infringement of this Regulation shall subject the Opium to seizure and confiscation.

Articles of export, from the time of production to the date of shipment, shall pay one Impost only, whether this be levied under the name of Inland Tax, Transit Duty, or Duty on exportation. The Tax or Duty to be paid on each article of Siamese produce, previous to or upon exportation, is specified in the Tariff attached to this Treaty; and it is distinctly agreed, that goods or produce that pay any description of Tax in the interior shall be exempted from any further payment of Duty on exportation. English merchants are to be allowed to purchase directly from the producer the articles in which they trade, and in like manner to sell their goods directly to the parties wishing to purchase the same, without the interference, in either case, of any other person.

The rates of Duty laid down in the Tariff attached to this Treaty are those that are now paid upon goods or produce shipped in Siamese or Chinese vessels or junks; and it is agreed that British Shipping shall enjoy all the privileges now exercised by, or which hereafter may be granted to, Siamese or Chinese vessels or junks.

British subjects will be allowed to build ships in Siam on obtaining permission to do so from the Siamese authorities.

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Whenever a scarcity may be apprehended of salt, rice, and fish, the Siamese Government reserve to themselves the right of prohibiting, by public proclamation, the exportation of these articles.

Bullion or personal effects may be imported or exported free of charge.

Article IX.—The Code of Regulations appended to this Treaty shall be enforced by the Consul, with the co-operation of the Siamese Authorities, and they, the said Authorities and Consul, shall be enabled to introduce any further Regulations which may be found necessary in order to give effect to the objects of this Treaty.

All fines and penalties inflicted for infraction of the provisions and regulations of this Treaty shall be paid to the Siamese Government.

Until the British Consul shall arrive at Bangkok and enter upon his functions, the consignees of British vessels shall be at liberty to settle with the Siamese Authorities all questions relating to their trade.

Article X.—The British Government and its subjects will be allowed free and equal participation in any privileges that may have been, or may hereafter be, granted by the Siamese Government to the Government or subjects of any other nation.

Article XI.—After the lapse of ten years from the date of the Ratification of this Treaty, upon the desire of either the British or Siamese Government, and on twelve months' notice given by either party, the present, and such portions of the Treaty of 1826 as remain unrevoked by this Treaty, together with the Tariff and Regulations thereunto annexed, or those that may hereafter be introduced, shall be subject to revision by Commissioners appointed on both sides for this purpose, who will be empowered to decide on and insert therein such amendments as experience shall prove to be desirable.

Article XII.—This Treaty, executed in English and Siamese, both versions having the same meaning and intention, and the Ratifications thereof having been previously exchanged, shall take effect from the 6th day of April, in the year 1856 of the Christian Era, corresponding to the 1st day of the fifth month of the One Thousand Two Hundred and Eighteenth year of the Siamese Civil Era.

In witness whereof the above-named Plenipotentiaries have signed and sealed the present Treaty in quadruplicate at Bangkok, on the Eighteenth day of April, in the year 1855 of the Christian Era,

corresponding to the Second day of the Sixth month of the One Thousand Two Hundred and Seventeenth year of the Siamese Civil Era.

(Signed) JOHN BOWRING.

L. S.

(Signatures and Seals of the five Siamese Plenipotentiaries.)

General Regulations under which British Trade is to be conducted in Siam.

Regulation I.—The Master of every English ship coming to Bangkok to trade must, either before or after entering the river, as may be found convenient, report the arrival of his vessel at the Custom House at Paknam, together with the number of his crew and guns, and the port from whence he comes. Upon anchoring his vessel at Paknam, he will deliver into the custody of the Custom House Officers all his guns and ammunition, and a Custom House Officer will then be appointed to the vessel, and will proceed in her to Bangkok.

Regulation II.—A vessel passing Paknam without discharging her guns and ammunition, as directed in the foregoing Regulation, will be sent back to Paknam to comply with its provisions, and will be fined eight hundred ticals for having so disobeyed. After delivery of her guns and ammunition, she will be permitted to return to Bangkok to trade.

Regulation III.—When a British vessel shall have cast anchor at Bangkok, the Master, unless a Sunday should intervene, will, within four-and-twenty hours after arrival, proceed to the British Consulate, and deposit there his Ship's Papers, Bills of Lading, &c., together with a true Manifest of his Import Cargo; and upon the Consul's reporting these particulars to the Custom House, permission to break bulk will at once be given by the latter.

For neglecting so to report his arrival, or for presenting a false Manifest, the Master will subject himself, in each instance, to a penalty of four hundred ticals; but he will be allowed to correct, within

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twenty-four hours after delivery of it to the Consul, any mistake he may discover in his Manifest, without incurring the above-mentioned penalty.

Regulation IV.—A British vessel breaking bulk and commencing to discharge before due permission shall be obtained, or smuggling, either when in the river or outside the bar, shall be subject to the penalty of eight hundred ticals and confiscation of the goods so smuggled or discharged.

Regulation V.—As soon as a British vessel shall have discharged her cargo and completed her outward lading, paid all her Duties, and delivered a true Manifest of her outward cargo to the British Consul, a Siamese Port Clearance shall be granted her on application from the Consul, who, in the absence of any legal impediment to her departure, will then return to the Master his Ship's Papers, and allow the vessel to leave. A Custom House Officer will accompany the vessel to Paknam, and on arriving there, she will be inspected by the Custom House Officers of that Station, and will receive from them the guns and ammunition previously delivered into their charge.

Regulation VI.—Her Britannic Majesty's Plenipotentiary having no knowledge of the Siamese language, the Siamese Government have agreed, that the English text of these Regulations, together with the Treaty of which they form a portion, and the Tariff hereunto annexed, shall be accepted as conveying in every respect their true meaning and intention.

Tariff of Export and Inland Duties to be levied on Articles of Trade.

Section I.—The undermentioned articles shall be entirely free from Inland or other Taxes on production, or transit, and shall pay Export Duty as follows:—

		Ticul.	Salung.	Fuang.	Hun.	
1	Ivory	... 10	0	0	0	per picul.
2	Gamboge	... 6	0	0	0	ditto.
3	Rhinoceros' Horns	... 50	0	0	0	ditto.
4	Cardamoms, best ..	... 14	0	0	0	ditto.
5	Ditto, Bastard ...	... 6	0	0	0	ditto.
6	Dried Mussels ...	... 1	0	0	0	ditto.
7	Pelicans' Quills ...	... 2	2	0	0	ditto.

		Tical.	Salung.	Fuang.	Hun.	
8	Betel-nut, dried	1	0	0	0	per picul.
9	Krachi Wood	0	2	0	0	ditto.
10	Sharks' Fins, White ...	6	0	0	0	ditto.
11	Ditto, Black	3	0	0	0	ditto.
12	Luckraban Seed	0	2	0	0	ditto.
13	Peacocks' Tails	10	0	0	0	per 100 tails.
14	Buffaloe and Cow Bones...	0	0	0	3	per picul.
15	Rhinoceros' Hides ...	0	2	0	0	ditto.
16	Hide Cuttings	0	1	0	0	ditto.
17	Turtle Shells	1	0	0	0	ditto.
18	Soft ditto	1	0	0	0	ditto.
19	Biche de Mer	3	0	0	0	ditto.
20	Fish Maws	3	0	0	0	ditto.
21	Birds' Nests, uncleaned ...					20 per cent.
22	Kingfishers' Feathers ...	6	0	0	0	per 100.
23	Cutch	0	2	0	0	per picul.
24	Beyché Seed (Nux Vomica)	0	2	0	0	ditto.
25	Pungtarai Seed	0	2	0	0	ditto.
26	Gum Benjamin	4	0	0	0	ditto.
27	Angrai Bark	0	2	0	0	ditto.
28	Agilla Wood	2	0	0	0	ditto.
29	Ray Skins...	3	0	0	0	ditto.
30	Old Deers' Horns... ...	0	1	0	0	ditto.
31	Soft or young do.... ...					10 per cent.
32	Deer Hides, fine	8	0	0	0	per 100.
33	Ditto, common	3	0	0	0	ditto.
34	Deer Sinews	4	0	0	0	per picul.
35	Buffaloe and Cow Hides...	1	0	0	0	ditto.
36	Elephants' Bones	1	0	0	0	ditto.
37	Tigers' Bones	5	0	0	0	ditto.
38	Buffaloe Horns	0	1	0	0	ditto.
39	Elephants' Hides	0	1	0	0	ditto.
40	Tigers' Skins	0	1	0	0	per skin.
41	Armadillo Skins	4	0	0	0	per picul.
42	Stick Lac	1	1	0	0	ditto.

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		Tical.	Salung.	Fuang.	Hun.	
43	Hemp	1	2	0	0	per picul.
44	Dried Fish, *Plaheng* ...	1	2	0	0	ditto.
45	Ditto, *Plasalit*	1	0	0	0	ditto.
46	Sapan Wood	0	2	1	0	ditto.
47	Salt Meat	2	0	0	0	ditto.
48	Mangrove Bark	0	1	0	0	ditto.
49	Rose Wood	0	2	0	0	ditto.
50	Ebony	1	0	0	0	ditto.
51	Rice	4	0	0	0	per kogañ.

Section II.—The undermentioned articles being subject to the Inland or Transit Duties herein named, and which shall not be increased, shall be exempt from Export Duty :—

		Tical.	Salung.	Fuang.	Hun.	
52	Sugar, White	0	2	0	0	per picul.
53	Ditto, Red	0	1	0	0	ditto.
54	Cotton, clean and uncleaned					10 per cent.
55	Pepper	1	0	0	0	per picul.
56	Salt Fish, *Platu*	1	0	0	0	per 10,000 fish.
57	Beans and Peas					one-twelfth.
58	Dried Prawns					ditto.
59	Till Seed					ditto.
60	Silk, Raw					ditto.
61	Bees' Wax					one-fifteenth.
62	Tallow	1	0	0	0	per picul.
63	Salt	6	0	0	0	per kogan.
64	Tobacco	1	2	0	0	per 1,000 bdls.

Section III.—All goods or produce unenumerated in this Tariff shall be free of Export Duty, and shall only be subject to one Inland Tax or Transit Duty, not exceeding the rate now paid.

(Signed) JOHN BOWRING.

L. S.

(Signatures and Seals of the five Siamese Plenipotentiaries).

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AGREEMENT with SIAM, made in 1856.

Agreement entered into between the undermentioned Royal Commissioners, on the part of their Majesties the First and Second Kings of Siam, and Harry Smith Parkes, Esquire, on the part of Her Britannic Majesty's Government.

Mr. Parkes having stated, on his arrival at Bangkok, as bearer of Her Britannic Majesty's Ratification of the Treaty of Friendship and commerce concluded on the 18th day of April 1855, between Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, and their Majesties Phra Bard Somdetch Phra Paramendy Maha Mongkut Phra Cham Klan Chan Yu Hua, the First King of Siam, and Phra Bard Somdetch Phra Pawarendr Ramesr Mahiswaresr Phra Pin Klan Chan Yu Hua, the Second King of Siam, that he was instructed by the Earl of Clarendon, Her Britannic Majesty's Principal Secretary of State for Foreign Affairs, to request the Siamese Government to consent to an enumeration of those Articles of the former Treaty, concluded in 1826, between the Honourable East India Company and their late Majesties the First and Second Kings of Siam, which are abrogated by the Treaty first named, and also to agree to certain explanations which appear necessary to mark the precise force and application of certain portions of the new Treaty, their aforesaid Majesties, the First and Second Kings of Siam, have appointed and empowered certain Royal Commissioners, namely, His Royal Highness Krom Hluang Wang-sa Dhiraj Snidh, and their Excellencies the four Senaputhies or Principal Ministers of Siam, to confer and arrange with Mr. Parkes the matters above-named, and the said Royal Commissioners having accordingly met Mr. Parkes for this purpose on repeated occasions, and maturely considered all the subjects brought by him to their notice, have resolved—

That it is proper, in order to prevent future controversy, that those clauses of the old Treaty, which are abrogated by the new Treaty, should be distinctly specified, and that any clause of the new Treaty,

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which is not sufficiently clear, should be fully explained. To this end they have agreed to and concluded the following twelve Articles:—

ARTICLE I.

On the old Treaty concluded in 1826.

The Articles of the old Treaty not abrogated by the new Treaty on 1, 2, 3, 8, 11, 12, 13, and 14, and the undermentioned clauses of Articles 6 and 10.

In Article 6, the Siamese desire to retain the following clause:—

"If a Siamese or English Merchant buy or sell without enquiring and ascertaining whether the seller or buyer be of a good or bad character, and if he meet with a bad man who takes the property and absconds, the rulers and Officers on either side must make search and endeavour to produce the property of the absconder, and investigate the matter with sincerity. If the party possess money or property, he can be made to pay; but if he does not possess any, or if he cannot be apprehended, it will be the Merchant's own fault, and the Authorities cannot be held responsible."

Of Article 10, Mr. Parkes desires to retain that clause relating to the Overland Trade, which states—

"Asiatic Merchants of the English countries, not being Burmese, Pegouans, or descendants of Europeans, desiring to enter into and to trade with the Siamese dominions from the Countries of Mergui, Tavoy, Tenasserim, and Ye, which are now subject to the English, will be allowed to do so freely overland and by water, upon the English furnishing them with proper Certificates." Mr. Parkes, however, desires that all British subjects, without exception, shall be allowed to participate in this Overland trade. The said Royal Commissioners therefore agree, on the part of the Siamese, that all traders under British rule may cross from the British Territories of Mergui, Tavoy, Ye, Tenasserim, Pegu, or other places, by land or by water, to the Siamese territories, and may trade there with facility, on the condition that they shall be provided by the British Authorities with proper Certificates, which must be renewed for each journey.

The Commercial Agreement annexed to the old Treaty is abrogated by the new Treaty, with the exception of the undermentioned clauses of Articles 1 and 4:—

Of Article 1, the Siamese desire to retain the following clause:—"British Merchants importing fire-arms, shot, or gunpowder, are prohibited from selling them to any party but the Government; should the Government not require such fire-arms, shot, or gunpowder, the Merchants must re-export the whole of them."

Article 4 stipulates that no charge or Duty shall be levied on boats carrying cargo of British ships at the bar. The Siamese desire to cancel this clause, for the reason that the old measurement Duty of 1,700 ticals per fathom included the fees of the various officers. But as this measurement Duty has now been abolished, the Siamese wish to levy on each native boat taking cargo out to sea a fee of 8 ticals 2 salungs, this being the charge paid by Siamese traders; and Mr. Parkes undertakes to submit this point to the consideration of Her Majesty's Minister Plenipotentiary to the Court of Siam.

Article 2.

On the Exclusive Jurisdiction of the Consul over British Subjects.

The 2nd Article of the Treaty stipulates that "any disputes arising between British and Siamese subjects shall be heard and determined by the Consul in conjunction with the proper Siamese Officers; and criminal offenders will be punished, in the case of English offenders, by the Consul, according to English laws, and in the case of Siamese offenders, by their own laws, through the Siamese Authorities." But the Consul shall not interfere in any matters referring solely to Siamese, neither will the Siamese authorities interfere in questions which only concern the subjects of Her Britannic Majesty.

On the non-interference of the Consul with the Siamese, or of the Siamese with British subjects, the said Royal Commissioners desire, in the first place, to state that, while for natural reasons they fully approve of the Consul holding no jurisdiction over Siamese in their own country, the Siamese Authorities, on the other hand, will feel themselves bound to call on the Consul to apprehend and punish British subjects, who shall commit, whilst in Siamese territory, any grave

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infractions of the laws, such as cutting, wounding, or inflicting other serious bodily harm. But in disputes or in offences of a slighter nature committed by British subjects among themselves, the Siamese Authorities will refrain from all interference.

With reference to the punishment of offences, or the settlement of disputes, it is agreed—

That all criminal cases in which both parties are British subjects, or in which the defendant is a British subject, shall be tried and determined by the British Consul alone.

All criminal cases in which both parties are Siamese, or in which the defendant is a Siamese, shall be tried and determined by the Siamese Authorities alone.

That all civil cases in which both parties are British subjects, or in which the defendant is a British subject, shall be heard and determined by the British Consul alone. All civil cases in which both parties are Siamese, or in which the defendant is a Siamese, shall be heard and determined by the Siamese Authorities alone.

That whenever a British subject has to complain against a Siamese, he must make his complaint through the British Consul, who will lay it before the proper Siamese Authorities.

That in all cases in which Siamese or British subjects are interested, the Siamese Authorities in the one case, and the British Consul in the other, shall be at liberty to attend at and listen to the investigation of the case, and copies of the proceedings will be furnished from time to time, or whenever desired, to the Consul or the Siamese Authorities, until the case is concluded.

That although the Siamese may interfere so far with British subjects as to call upon the Consul, in the manner stated in this Article, to punish grave offences when committed by British subjects, it is agreed that—

British subjects, their persons, houses, premises, lands, ships, or property of any kind, shall not be seized, injured, or in any way interfered with by the Siamese. In case of any violation of this stipulation, the Siamese Authorities will take cognizance of the case, and punish the offenders. On the other hand, Siamese subjects, their persons, houses, premises, or property of any kind, shall not be seized, injured, or in any way interfered with by the English, and the British Consul shall investigate and punish any breach of this stipulation.

ARTICLE 3.

On the Right of the British Subjects to dispose of their property at will.

By the 4th Article of the Treaty, British subjects are allowed to purchase in Siam "houses, gardens, fields, or plantations." It is agreed in reference to this stipulation, that British subjects, who have accordingly purchased houses, gardens, fields, or plantations, are at liberty to sell the same to whomsoever they please. In the event of a British subject dying in Siam, and leaving houses, lands, or any property, his relations, or those persons who are his heirs according to English laws, shall receive possession of the said property; and the British Consul, or some one appointed by the British Consul, may proceed at once to take charge of the said property on their account. If the deceased should have debts due to him by the Siamese or other persons, the Consul can collect them; and if the deceased should owe money, the Consul shall liquidate his debts as far as the estate of the deceased shall suffice.

ARTICLE 4.

On the Taxes, Duties, or other Charges leviable on British Subjects.

The 4th Article of the Treaty provides for the payment on the lands held or purchased by British subjects, of "the same taxation that is levied on Siamese subjects." The taxes here alluded to are those set forth in the annexed schedule.

Again, it is stated in the 8th Article, "that British subjects are to pay Import and Export Duties according to the Tariff annexed to the Treaty." For the sake of greater distinctness, it is necessary to add to these two clauses the following explanation, namely, that beside the Land Tax, and the Import and Export Duties mentioned in the aforesaid Articles, no additional charge or Tax of any kind may be imposed upon a British subject, unless it obtain the sanction both of the supreme Siamese Authorities and the British Consul.

ARTICLE 5.

On Passes and Port Clearances.

The 5th Article of the Treaty provides that passports shall be granted to travellers, and the 5th Article of the Regulations, that port

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clearances shall be furnished to ships. In reference thereto, the said Royal Commissioners, at the request of Mr. Parkes, agree that the passports to be given to British subjects travelling beyond the limits assigned by the Treaty for the residence of British subjects, together with the passes for cargo boats and the port clearances of British ships, shall be issued within twenty-four hours after formal application for the same shall have been made to the proper Siamese Authorities. But if reasonable cause should at any time exist for delaying or withholding the issue of any of these papers, the Siamese Authorities must at once communicate it to the Consul.

Passports for British subjects travelling in the interior, and the port clearances of British ships, will be granted by the Siamese Authorities free of charge.

ARTICLE 6.

On the prohibition of the Exportation of Rice, Salt, and Fish, and on the Duty on Paddy.

The 8th Article of the Treaty stipulates, that "whenever a scarcity may be apprehended of salt, rice, and fish, the Siamese Government reserve to themselves the right of prohibiting, by public proclamation, the exportation of these articles."

Mr. Parkes, in elucidation of this clause, desires an Agreement to this effect, namely, that a month's notice shall be given by the Siamese Authorities to the Consul prior to the enforcement of the prohibition, and that British subjects, who may previously obtain special permission from the Siamese authorities to export a certain quantity of rice which they have already purchased, may do so even after the prohibition comes in force. Mr. Parkes also requests that the Export Duty on paddy should be half of that on rice, namely, 2 ticals per koyan.

The said Royal Commissioners, having in view the fact that rice forms the principal sustenance of the nation, stipulate that, on the breaking out of war or rebellion, the Siamese may prohibit the trade in rice, and may enforce the prohibition so long as the hostilities thus occasioned shall continue. If a dearth should be apprehended on account of the want or excess of rain, the Consul will be informed one month previous to the enforcement of the prohibition. British merchants who obtain the Royal permission, upon the issue of the

proclamation, to export a certain quantity of rice which they have already purchased, may do so irrespective of the prohibition to the contrary; but those merchants who do not obtain the Royal permission will not be allowed, when the prohibition takes effect, to export the rice they may already have purchased.

The prohibition shall be removed as soon as the cause of its being imposed shall have ceased to exist.

Paddy may be exported on payment of a Duty of 2 ticals per koyan, or half the amount levied on rice.

ARTICLE 7.

On permission to Import Gold-leaf as Bullion.

Under the 8th Article of the Treaty, bullion may be imported or exported free of charge. With reference to this Clause, the said Royal Commissioners, at the request of Mr. Parkes, agree that foreign coins of every denomination, gold and silver in bars or ingots, and gold-leaf, may be imported free; but manufactured articles in gold and silver, plated-ware, and diamonds or other precious stones, must pay an Import Duty of three per cent.

ARTICLE 8.

On the Establishment of a Custom House.

The said Royal Commissioners, at the request of Mr. Parkes, and in conformity with the intent of the 8th Article of the new Treaty, agree to the immediate establishment of a Custom House, under the superintendency of a high Government Functionary, for the examination of all goods landed or shipped, and the receipt of the Import and Export Duties due thereon. They further agree that the business of the Custom House shall be conducted under the regulations annexed to this Agreement.

ARTICLE 9.

On the subsequent Taxation of Articles now free from Duty.

Mr. Parkes agrees with the said Royal Commissioners, that whenever the Siamese Government deem it to be beneficial for the country

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to impose a single Tax or Duty on any article not now subject to a public charge of any kind, they are at liberty to do so, provided that the said tax be just and reasonable.

ARTICLE 10.

On the Boundaries of the Four-mile Circuit.

It is stipulated in the 4th Article of the Treaty, that "British subjects coming to reside at Bangkok may rent land, and buy or build houses, but cannot purchase lands within a circuit of 200 sen (not more than four miles English) from the city walls, until they shall have lived in Siam for ten years, or shall obtain special authority from the Siamese Government to enable them to do so."

The points to which this circuit extends due north, south, east, and west of the city, and the spot where it crosses the river below Bangkok, have accordingly been measured by Officers on the part of the Siamese and English; and their measurements, having been examined and agreed to by the said Royal Commissioners and Mr. Parkes, are marked by stone pillars placed at the under-mentioned localities, *viz.* :—

On the North:—One sen north of Wat Kemabherataram.

On the East:—Six sen and seven fathoms south-west of Wat Bangkopi.

On the South:—About nineteen sen south of the village of Bangpakio.

On the West:—About two sen south-west of the village of Bangphrom.

The pillars marking the spot where the circuit line crosses the river below Bangkok are placed on the left bank three sen below the village of Bangmanan, and on the right bank about one sen below the village of Banglampuluem.

ARTICLE 11.

On the Boundaries of the 24-hours' Journey.

It is stipulated in the 4th Article of the Treaty, that, "excepting within the circuit of four miles, British merchants in Siam may at any time buy or rent houses, lands, or plantations, situated any where

within a distance of twenty-four hours' journey from the city of Bangkok, to be computed by the rate at which boats of the country can travel."

The said Royal Commissioners and Mr. Parkes have consulted together on this subject, and have agreed that the boundary of the said twenty-four hours' journey shall be as follows:—

1. On the North:—The Bangputsa Canal, from its mouth on the Chow Phya River to the old City walls of Lobpary, and a straight line from Lobpary to the landing-place of Thra of Phrangam, near to the Town of Saraburi, on the River Pasak.

2. On the East:—A straight line drawn from the landing place of of Thra Prangam to the junction of the Klongkut Canal with the Bangpakong River; the Bangpakong River from the junction of the Klongkut Canal to its mouth; and the coast from the mouth of the Bangpakong River to the Isle of Srimaharajah, to such distance inland as can be reached within twenty-four hours' journey from Bangkok.

3. On the South:—The Isle of Srimaharajah and the Islands of Se-change on the east side of the Gulf, and the City walls of Petchaburi on the west side.

4. On the West:—The Western Coast of the Gulf to the mouth of the Mecklong River to such a distance inland as can be reached within twenty-four hours' journey from Bangkok; the Mecklong River from its mouth to the City walls of Kagpury; a straight line from the City Walls of Kagpury to the Town of Swbharnapury, and a straight line from the Town of Swbharnapury to the mouth of the Bangputsa Canal on the Chow Phya River.

Article 12.

On the Incorporation in the Treaty of this Agreement.

The said Royal Commissioners agree, on the part of the Siamese Government, to incorporate all the Articles of this Agreement in the Treaty concluded by the Siamese Plenipotentiaries and Sir John Bowring on the 18th April 1855, whenever this shall be desired by Her Britannic Majesty's Plenipotentiary.

In witness whereof the said Royal Commissioners and the said Harry Smith Parkes have sealed and signed this Agreement in

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duplicate, at Bangkok, on the Thirteenth day of May, in the year One Thousand Eight Hundred and Fifty-six of the Christian Era, corresponding to the Ninth day of the waxing Moon of the lunar month of Wesakh, in the year of the Quadrupedi Serpent, being the year One Thousand Two Hundred and Eighteen of the Siamese Astronomical Era, which is the Nineteenth of Her Britannic Majesty's and Sixth of their present Siamese Majesty's Reigns.

[L. S.] (Signed) HIS ROYAL HIGHNESS KROM HLUANG WONGSA DHIRAJ SNIDH.

[L. S.] „ HIS EXCELLENCY SOMDET CHAN PHYA PARAM MAHA BIJAI NEATE.

[L. S.] „ HIS EXCELLENCY CHAN PHYA SRI SURI-WONGSE SAMUHA PHRA KALAHOME.

[L. S.] „ HIS EXCELLENCY CHAN PHYA PHRA KLANG.

[L. S.] „ HIS EXCELENCY CHAN PHYA YOUR MORAT.

[L. S.] „ HARRY S. PARKES.

Approved.

(Signed) JOHN BOWRING.

Schedule of Taxes on Garden, Ground Plantations, or other Lands.

Section I.—Trenched or raised lands planted with the following eight sorts of fruit-trees are subject to the long assessment, which is calculated on the trees grown on the land (and not on the land itself); and the amount to be collected annually by the proper officers, and paid by them into the Royal Treasury, is endorsed on the Title Deeds or Official Certificate of tenure.

1.—*Betel-nut Trees.*

First class (Makek), height of stem from 3 to 4 fathoms, pay per tree	138 Cowries.
Second class (Makto), height of stem from 5 to 6 fathoms, pay per tree	128 „

Third class (Maktri), height of stem from 7 to 8 fathoms, pay per tree	118 Cowries.
Fourth class (Makpakarai), trees just commencing to bear, pay per tree	128 „
Fifth class (Maklek), height of stem from 1 sok and upwards, to size of fourth class, pay per tree...	50 „

2.—*Cocoa-nut Trees.*

Of all sizes, from 1 sok and upwards in height of stem, pay per 3 trees	1 Salung.

3.—*Siri Vines.*

All sizes, from 5 sok in height and upwards, pay per tree or pole, when trained on tunglang trees	200 Cowries.

4.—*Mango Trees.*

Stem of four kam in circumference, at the height of 3 sok from the ground, or from that size and upwards, pay per tree	1 Fuang.

5.—*Maprang Trees.*

Are assessed at the same rate as Mango Trees.

6.—*Durian Trees.*

Stem of 4 kam in circumference, at the height of 3 sok from the ground, or from that size and upwards, pay per tree	1 Tical.

7.—*Mangosteen Trees.*

Stem of 2 kam in circumference, at the height of 1 and a half sok from the ground, pay per tree	1 Fuang.

8.—*Langsut Trees.*

Are assessed at the same rate as Mangosteen.

Note.—The long assessment is made under ordinary circumstances once only in each reign, and plantations or lands having once been assessed at the above-mentioned rates, continue to pay the same annual

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sum, which is endorsed on the Certificate of Tenure (subject to the revisions granted in case of the destruction of the trees by drought or flood) until the next assessment is made, regardless of the new trees that may have been planted in the interval, or the old trees that may have died off. When the time for a new assessment arrives, a fresh account of the trees is taken, those that have died since the former one being omitted, and those that have been newly planted being inserted, provided they have attained the above-stated dimensions, otherwise they are free of charge.

Section 2.—Trenched or raised lands planted with the following eight sorts of fruit trees are subject to an annual assessment, calculated on the trees grown on the lands, in the following manner, that is to say—

1.—*Orange Trees.*

Five kinds (Som-kio-wan, Som-pluck-bang, Som-l'-eparot, Som-kao-Sungo), stem of six ngui in circumference close to the ground, or from that size and upwards, pay per 10 trees	1 Fuang.
All other kinds of Orange trees of the same size as the above, pay per 15 trees	1 „

2.—*Jack Fruit Trees.*

Stem of 6 kam in circumference at the height of 2 sok from the ground, or from that size and upwards, pay per 15 trees	1 „

3.—*Bread Fruit Trees.*

Are assessed at the same rate as Jack Fruit trees.

4.—*Mak fai Trees.*

Stem of 4 kam in circumference, at the height of 2 sok from the ground, or from that size and upwards, pay per 12 trees	1 Fuang.

5.—*Guava Trees.*

Stem of 2 kam in circumference, at the height of 1 kub from the ground, or from that size and upwards, pay per 12 trees	1 „

6.—*Saton Trees.*

Stem of six kam in circumference, at the height of 2 sok from the ground, or from that size and upwards, pay per 5 trees ... ... 1 Fuang.

7.—*Rombutan Trees.*

Stem of four kam in circumference, at the height of 2 sok from the ground, or from that size and upwards, pay per 5 trees ... ... 1 „

8.—*Pine Apples.*

Pay per thousand plants ... ... 1 Salung 1 „

Section 3.—The following six kinds of fruit trees, when planted in trenched or untrenched lands, or in any other manner than as plantations subject to the long assessment described in Section 1, are assessed annually at the undermentioned rates:—

Mangoes	1	Fuang	per tree.
Tamarind	1	„	per 2 trees.
Custard Apples	1	„	per 20 trees.
Plaintains	1	„	per 50 roots.
Siri Vines (trained on poles)	1	„	per 12 vines.
Pepper Vines	1	„	per 12 vines.

Section 4.—Trenched or raised lands planted with annuals of all sorts pay a Land Tax of one salung and one fuang per rai for each crop.

An annual fee of 3 salungs and 1 fuang is also charged by the Nairowang (or local Tax Collector) for each lot or holding of trenched land, for which an official title or certificate of tenure has been taken out.

When held under the long assessment, and planted with the eight sorts of fruit trees described in Section 1, the annual fee paid to the Nairowang for each lot or holding of trenched land, for which an official title or certificate of tenure has been taken out, is 2 salungs.

Section 5.—Untrenched or low lands planted with annuals of all sorts pay a land-tax of 1 salung and 1 fuang per rai for each crop.

No land-tax is levied on those lands if left uncultivated.

Sixty cowries per tical are levied as expenses of testing the quality of the silver on all sums paid as taxes under the long assessment.

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Taxes paid under the annual assessment are exempted from this charge.

Lands having once paid a Tax according to one or other of the above-mentioned rates, are entirely free from all other taxes or charges.

[L. S.] (Signed) His Royal Highness Krom Hluang Wongsa Dhiraj Snidh.

[L. S.] „ His Excellency Somdet Chan Phya Param Maha Bijai Neate.

[L. S.] „ His Excellency Chan Phya Sri Suri-wongse Samaha Phra Kalahome.

[L. S.] „ His Excellency Chan Phya Phra Klang.

[L. S.] „ His Excellency Chan Phya Yom Morat.

[L. S.] „ Harry S. Parkes.

Approved.

(Signed) John Bowring.

Custom House Regulations.

1. A Custom House is to be built at Bangkok, near to the anchorage, and officers must be in attendance there between 9 A. M. and 3 P. M. The business of the Custom House must be carried on between those hours. The tide-waiters required to superintend the landing or shipment of goods will remain in waiting for that purpose from daylight until dark.

2. Subordinate Custom House Officers shall be appointed to each ship: their number shall not be limited, and they may remain on board the vessel or in boats alongside. The Custom House Officers appointed to the vessels outside the bar will have the option of residing on board the ships, or of accompanying the cargo boats on their passage to and fro.

3. The landing, shipment, or transhipment, of goods may be carried on only between sun-rise and sun-set.

4. All cargoes landed or shipped shall be examined and passed by the Custom House Officers within twelve hours of day-light after the receipt, at the Custom House, of the proper application. The manner in which such application and examination is to be made shall be settled by the Consul and the Superintendent of Customs.

5. Duties may be paid by British merchants in ticals, foreign coin, or bullion, the relative values of which will be settled by the Consul and the proper Siamese Officers. The Siamese will appoint whomsoever they may please to receive payment of the Duties.

6. The receiver of Duties may take from the merchants 2 salungs per catty of 80 ticals for testing the money paid to him as Duties and for each stamped receipt given by him for Duties he may charge 6 salungs.

7. Both the Superintendent of Customs and the British Consul shall be provided with sealed sets of balance-yards, money weights, and measures, which may be referred to in the event of any difference arising with the merchants as to the weight or dimension of money or goods.

[L. S.] (Signed) His Royal Highness Krom Hluang Wongsa Dhiraj Snidh.

[L. S.] „ His Excellency Somdet Chan Phya Param Maha Bijai Neate.

[L. S.] „ His Excellency Chan Phya Sri Sur-wongse Samaha Phra Kalahome.

[L. S.] „ His Excellency Chan Phya Phra Klang.

[L. S.] „ His Excellency Chan Pyha Yom Morat.

[L. S.] „ Harry S. Parkes.

Approved.

(Signed) John Bowring.

SIAM.
No. CXVI.

No. CXVI.

Treaty with Ligor, in 1831.

Engagement betwixt Robert Ibbetson, Esquire, Resident of Singapore, Pulo Penang, and Malacca, who has come into the Quedah Country, and the Chow Phya of Ligor Si Tamrat, who is under the dominion of Somdet Phra Phoottheе Chow Yo Hooa, who is the supreme ruler over the great country of Sri Ayoottheeya, *viz.* Siam. With reference to the third Article of the Treaty betwixt Somdet Phra Phoottheе Chow Yo Hooa, who is the supreme ruler over the great country of Sri Ayoottheeya, and the British Government, it is now agreed on betwixt the above contracting parties, *viz.* the Chow Phya of Ligor Si Tamrat and Robert Ibbetson, Esquire, Resident of Singapore, Pulo Penang, and Malacca, and with respect to the subject of the boundary betwixt the British territory of Province Wellesley and the country and Government of Quedah, that the said boundary shall be as follows: from Summatool, on the south bank of the Soongei Qualla Mooda, by a road leading to the River Prye, at a spot ten orlongs east of the River Soongei Dua Hooloo, then descending the middle of the Prye River, to the mouth of the River Soongie Sintoo, then ascending the Soongei Sintoo in a straight direction eastward, and up to the Hill Bukit Moratajum, then from Bukit Moratajum along the range of hills called Bukit Berator, to a place on the north bank of the River Krecan, five orlongs above and east of Bukit Tungal; and it is agreed that brick or stone pillars shall be erected, one at the boundary of Sumatool, another at the boundary of the Prye River, and a third at the boundary on the Kreean River.

Two copies of this Agreement have been made out, and to these have been affixed the seal of the Honourable English Company, and the signature of Robert Ibbetson, Esquire, Resident of Singapore, Pulo Penang, and Malacca, and the chop or seal of the Chow Phya of Ligor Si Tamrat; one copy to be retained by each of the above contracting parties, and the said Agreement has been written in three languages, the Siamese, Malayan, and English, on Wednesday, the Second day of November, One Thousand Eight Hundred and Thirty-one of the English Era, and the Twelfth day of the Moon's decrease in

the Eleventh month in the year of the Hare, One Thousand One Hundred and Ninety-three Sasok. SIAM. No. CXVI.

(Signed) R. IBBETSON,
Resident of Singapore, Prince of Wales' Island, and Malacca.

East India Company. Prince of Wales' Island. Seal of the

Chop of the Rajah of Ligor.

(Signed) JAMES LOW,
Assistant Resident and Translator.

APPENDIX.

APPENDIX.

THE following are the Sunnuds for LORD CLIVE'S jagheer, referred to in page 3, and the Sunnuds for the reversion of the jagheer to the Company :— BENGAL.

1. SUNNUD *for* COLONEL CLIVE'S *Munsub.*

HIS MAJESTY.

On Saturday, the 12th of Rabbi-ul-Sauni, in the fourth of the glorious and happy Reign, and the 1171st year of the Hegira, in the Ressalla of the glory of the nobility, and rank of Ameers, the shrine of grandeur and dignity, instructed both in the ways of devotion and wealth, to whom the true glory of religion and kingdoms is known; the bearer of the lance of fortitude and respect; the embroiderer of the carpet of magnificence and greatness; the support of the empire and its dependencies, to whom it is entrusted to govern and aggrandize the empire; the conductor of victory in the battles fought for the dominion of the world; the distributor of life in the councils of State, to whom the most secret recesses of the mysteries of government are discovered; the master of the arts of penetration and circumspection; the brightness of the mirror of truth and fidelity; the light of the torch of sincerity and integrity; who is admitted to, and contributes to the determinations of the royal councils; a participator of the secrets of the penetralia of friendship; who presides equally over the sword and the pen; moderator of the affairs of the earth; chief of the Khans of the most exalted rank; the pillar of the Ameers of the greatest splendour; the trust of the zealous champions of the faith; the glory of heroes in the fields of war, and the administrator of the affairs of the immoveable empire; councillor of enlightened wisdom and exalted dignity; adorned with friendship and honors, endowed with

On the 25th day of Rabbi-ul-Sauni, it was again carried before the high and sacred presence.

It was presented again.

BENGAL dignity and discretion ; pillar of the dominions of Solomon ; the distributor of glory ; Buxey of the empire ; Ameer of Ameers, hero of the empire ; tiger of the country ; Mahomed Ahmud Khan, the brave ; tiger of war ; the commander-in-chief of the forces, glorious by victory ; the tiger of Hind, mighty in battle.

And in the time of the Waka Nagarree of the least of the domestics, of the court of glory and majesty Sooklaal.

This was written : The command of (above) was passed, that Colonel Clive, a European, be favored with a Munsub of the rank of 6,000, and 5,000 horse, and the title of "Flower of the empire ; defender of the country ; the brave ; firm in war." This was entered the 10th day of Rabbi-ul-Sauni, in the 4th year, according to the original Yaddasht.

Form of the signing.

To the glory of nobility and rank of Ameers, the shrine of grandeur and dignity, instructed, &c., be it entered in the Waka.

According to the account sent by the Vizier of the empire, administrator of all affairs, taken from the account under the seal of Rampursaud, Vakeel of the Nazim of Bengal.

6,000 rank.
5,000 horse.

After the manner of the Waka it is concluded.

Written on the day above-mentioned of the Sauni moon, of the glorious happy Reign.

The copy of this Sunnud was entered in the books of the Waka Nagarree on the 14th of Rabbi-ul-Sauni, in the 4th year of His Majesty's Reign.

Sun 1171. The Servant of Aalum Geer, the Warlike King, whose Glory is equal to that of Jum Shud, mighty in War, the Flower of the Country, Chief of the Forces, the Glory of Victory, the Tiger of Hind, Mahomed Ahmud Khan, the brave Tiger of War, Buxey of the Empire, Ameer of Ameers, The Tiger of the Country, Sun 4th.

Sun 1167.
The Slave of
Aalum Geer,
Warlike King,
Sooklaal
Sun the First.

Entered in the Dewan's office, on the 25th of Rabbi-ul-Sauni, in the 4th year of His Majesty's Reign.

Entered in the Annals of the Chancery, on the 19th of Rabbi-ul-Sauni, in the 4th year of His Majesty's Reign.

The Slave of
Aalum Geer, the
Warlike King, the
Flower of the Country,
Brave in War,
the Glory of Wealth,
Zechaira Khan
Behauder.
4th Sun of Reign.

The Copy of this Sunnud was sent to the office of the Waka Nagarree, on the 14th of Rabbi-ul-Sauni, in the 5th year of His Majesty's Reign.

2. PERWANNAH from the NABOB SHUJAH UL MULCK, HOSSAM Ô DOWLA, MEER MAHOMED JAFFIER KHAN BEHAUDER, MAHABUT JUNG, to the HONORABLE PRESIDENT and COUNCIL of CALCUTTA.

Be it known to the Council of the noblest of merchants, the English Company, that whereas the glory of the nobility, Zubdut ul Mulck, Nassera Dowla, Colonel Clive, Sabat Jung Behauder, has been honored with a Munsub of the rank of six thousand and five thousand horse, from the Imperial Court, and has exerted himself in conjunction with me, with the most steady attachment, and in the most strenuous manner, in the protection of the Imperial territories; in recompense thereof, the Pergunnah of Calcutta, &c., belonging to the Chuckla of Hooghly, &c., of the Circar Sautgaum, &c., dependent on the Khalsa Shereefa and Jaghire, amounting to two hundred and twenty-two thousand nine hundred and fifty-eight Sicca Rupees, and something more, conferred on the English Company by the Dewanny Sunnud, as their zemindarry, commencing from the month Poos, in the Eleven Hundred and Sixty-fourth year of the Bengal style. From the half of the season Reebee Sooskaneel in the 1165th year of the Bengal style, is appointed the jaghire of the glory of the nobility aforesaid: It behoves you to look upon the above person as the lawful jaghirdar of that place, and in the same manner as you formerly delivered in the due rents of the Government, according to the kistbundee, into the treasury of the court and the

BENGAL. jaghire, taking a receipt under the seal of the Daroga and Mushruf, and Treasurer ; now in the like manner you are regularly to deliver to the aforementioned jaghirdar the rents, according to the stated payments, and receive a receipt from the aforesaid person. Be punctual in the strict execution of this writing.

Written the* 1st of Zeckaida, 6th sun of the Reign.

(The NABOB'S Mark.)

Endorsements.

	D.	H.
It has passed. *N. B.* (The ROYROYAN'S signing.)	Copied in the books of the Dewanny, the 1st of the Mohurrum, the 6th year of the Reign. *N. B.*—(Signed by the Dewanny Secretary, Peshkar or Accountant.)	Entered in the book of Huzzoor, the 1st of Mohurrum, the 6th sun of the Reign. *N. B.*—(Signed by the Nabob's Moonshee.)

3. SUNNUD from the NABOB for the reversion in perpetuity of LORD CLIVE'S jaghire to the COMPANY.

Be it known to the Counsellors and Chiefs of the English Company, the present and future Muttaseddees, the Chowdrahs, Canongoos, Muccuddems, Riotts, Muzarries, and all other inhabitants of Pergunnahs of Calcutta, &c., in the Circar of Sautgaum, &c., in the Province of Bengal.

The sum of 2,22,958 Sicca Rupees and odd, agreeably to the Dewanny Sunnud, and the Sunnud of the high and mighty Shujah ul Mulck, Hossam ô Dowla, Meer Mahomed Jaffier Khan Behauder, Mahabut Jung, Nazim of the Province, has been appointed from the aforesaid Pergunnahs, belonging to the Chuckla of Hooghly, &c., in the Circar of Sautgaum, &c., the Zemindarry of the English Company, as an unconditional jaghire, to the high and mighty Zubdut ul Mulck, Nasseer ul Dowla, Lord Clive, Behauder: Now likewise the said Pergunnahs are confirmed, as an unconditional jaghire to the high and mighty aforesaid, from the 16th of May of the 1764th year of Christ, (answering to the 14th of Zeckaida, of the 1177th year of the Hegira,) to the 16th of May of the 1774th year of Christ, (answering to the 8th of Rabbi-ul-Awul, of the 1188th year of the Hegira,) being ten years, of which one year is expired, and there are nine to come, they shall appertain

* About the 13th of July 1759.

unconditional jaghire, to the high and mighty aforesaid; and after the expiration of this term they shall revert, as an unconditional jaghire and perpetual gift, to the Company; and if (which God forbid), the high and mighty aforesaid shall die within this term, they shall revert to the Company immediately upon his death. It is requisite that ye should regard the high and mighty aforesaid, during the afore-mentioned term, and after him the Company aforesaid, as unconditional jaghirdars, and regularly pay them the revenues of the aforesaid Pergunnahs.

Written the 23rd of June 1765, *answering to the 3rd of Mohurrum, of the* 1179*th year of the Hegira.*

(Signed) E. STEPHENSON, *Provisional Sec.*

4. FIRMAUND from the KING SHAH AALUM, confirming the reversion in perpetuity of LORD CLIVE'S jaghire to the COMPANY.

Whereas, a Sunnud has been presented to us, under the seal of the Nabob Nudjum ul Dowla Behauder, to the following purport, *viz.*: "The sum of "2,22,958 Sicca Rupees, and odd, agreeably to the Dewanny Sunnud, and the "Sunnud of the high and mighty Shujah ul Mulck, Hossam ô Dowla, Meer "Mahomed Jaffier Khan Behauder, has been appointed from the Pergunnahs "of Calcutta, &c., in the Circar of Sautgaum, &c., in the Province of "Bengal (the Paradise of the Earth) the zemindarry of the English Company, "as an unconditional jaghire to the high and mighty Zubdut ul Mulck, "Nasseer ul Dowla, Lord Clive, Behauder: Now likewise the said Pergun-"nahs are confirmed as an unconditional jaghire to the high and mighty "aforesaid, from the 16th of May, of the 1764th year of the Christian style "(answering to the 14th of Zeckaida, of the 1177th year of the Hegira,) to "the expiration of ten years, they shall appertain as an unconditional jaghire "to the high and mighty aforesaid; and after the expiration of this term to "revert to the Company as an unconditional jaghire; and if the high and "mighty aforesaid should die within the said term, they shall revert to the "Company immediately upon his death." And whereas, the said Sunnud has met with our approbation at this happy time, therefore our royal Firmaund, indispensably requiring obedience, is issued, that, in consideration of the fidelity of the English Company, and the high and mighty aforesaid, the said jaghire stands confirmed agreeably to the aforesaid Sunnud. It is requisite that the present and future Muttaseddees, the Chowdrahs, Canongoos, Muccuddems, Riotts, Muzarries, and all other inhabitants of the Pergunnahs of Calcutta, &c., in the Circar of Sautgaum, &c., regard the high and mighty

BENGAL. aforesaid, during the before-mentioned term, and after him the Company, aforesaid, as unconditional jaghirdars, and regularly pay them the revenues of the said Pergunnahs.

Written the 24th of Sophar, in the 6th year of the Jaloos, the 12th of August 1765.

Contents of the Zimmun.

Agreeably to the paper which has received our sign manual, our royal commands are issued, that whereas the sum of 2,22,958 Sicca Rupees and odd has been appointed from the Pergunnahs of Calcutta, &c., in the Circar of Sautgaum, &c., the Zemindarry of the English Company, as an unconditional jaghire, to the high and mighty Zubdut ul Mulck, Nasseer ul Dowla, Lord Clive, Behauder, agreeably to the Dewanny Sunnud, and the Sunnud of the Nazim of the Province; in consideration therefore of the attachment of the high and mighty aforesaid, we have been graciously pleased to confirm to him the said Pergunnahs, for the space of ten years, commencing from the 16th of May, of the 1764th year of the Christian style, or 14th of Zeckaida, of the 1177th year of the Hegira; and in consideration of the attachment of the English Company, we have granted the said Pergunnahs to them, after the expiration of the aforesaid term as an unconditional jaghire and perpetual gift; and if the high and mighty aforesaid should die within this term, the said Pergunnahs are to revert immediately to the English Company.

Fort William, September 30, 1765.

(A true copy)

(Signed) ALEXAN. CAMPBELL, S. C.

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on 30 January, 2020